

# RELEASE AND ASSUMPTION OF ALL RISK & LIABILITY

Horse Owner \_\_\_\_\_ Home # \_\_\_\_\_ Cell # \_\_\_\_\_

Guest: \_\_\_\_\_ Home # \_\_\_\_\_ Cell # \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State CA Zip \_\_\_\_\_

Emergency

Contact: \_\_\_\_\_ Tel: \_\_\_\_\_

I, the undersigned, for myself and my heirs, successors, representatives and assignees hereby fully release, acquit, and forever discharge SUNNYSIDE STOCK FARM, LLC (SSF) and its successors, assignees, divisions, affiliated corporations, general and limited partners, employees, agents, servants, attorneys, representatives, officers, directors, stockholders and all other persons, firms, entities, corporations now or hereafter affiliated with them, or any of them, of and from any and all claims, demands, actions, causes of action, loss of services, obligations, compensations, costs, expenses, losses, damages, and liabilities of any nature whatsoever, resulting from or which may result either directly or indirectly from my use of any of the facilities, equipment or horses located at 5682 Sweetwater Road, Bonita, California, whether or not such damage or injury is caused by the negligence or gross negligence of SSF or any other person or entity released hereby.

I understand and acknowledge that participation in equestrian activities is inherently dangerous. I hereby agree to assume all responsibility and risk from such participation and the use of said facilities and equipment and hereby release from any loss, claim, demand, or liability for any injury to my person, minor, animal or property arising from such participation or otherwise. I covenant and agree that I will not invite or cause anyone to enter upon the above described property or in any way participate in any activity on said property or in any way use my animal or the facilities or equipment thereon without first obtaining the express written consent of SSF which may or may not authorize in its sole discretion.

I covenant and agree never to commence, prosecute, or cause to be commenced or prosecuted against SSF, its parent Corporations or entities or persons of ownership or any additional released parties named herein, or any action or proceeding based upon any claim, demand, cause of action, obligation, damage, or liability covered by, or referred to in this RELEASE. I agree that, if I hereinafter commence, join in, or in any matter seek relief through any lawsuit, or otherwise, arising out of, based upon, or relating to any of the matters released, hereunder, or in any manner assert against any released party, any of the matter released hereunder, I will pay to the SSF or any other additional released party in addition to any damages caused to SSF or those other released parties all attorney's fees and costs incurred by any and all of them in defending or otherwise responding to any such lawsuit or other claim for relief. I agree that my obligation hereunder includes, but is not limited to, the payment of attorney's fees and cost actually incurred, whether or not litigation is commenced, on account of any of the foregoing. This RELEASE is intended to be construed pursuant to the laws of the State of California and I agree that the proper venue for any action arising out of the breach of interpretation of the RELEASE shall be the Superior Court of California, County of San Diego.

***I hereby acknowledge that I have read the foregoing and fully understand its terms and that this RELEASE is executed voluntarily and with full knowledge of its legal significance. I further acknowledge that I have had the opportunity to obtain independent legal advice as to the advisability of executing this document prior to its execution.***

DATE EXECUTED: \_\_\_\_\_, 20\_\_\_\_ SIGNATURE: \_\_\_\_\_

HORSE OWNER'S SIGNATURE and AUTHORIZATION (for guests): \_\_\_\_\_

WITNESSED: \_\_\_\_\_

Ref: Sept0913