The Way West Ranch Release of Liability

THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS.

PLEASE READ IT CAREFULLY AND CONSULT AN ATTORNEY IF THERE ARE <u>ANY</u> PROVISIONS YOU DO NOT UNDERSTAND.

This RELEASE of LIABILITY ('RELEASE") is made and entered into on _____, by and between John and Lyn Meredith ("PROPERTY OWNERS") and_____ ("RIDER"), and if Rider is a minor, Rider's parent or guardian, _____. This RELEASE shall take effect today and shall apply to all future activity in which the RIDER engages in, located at 16020 19th Ave. Lemoore, CA 93245 ("THE PROPERTY").

In return for the use of THE PROPERTY, its facilities, trails outside of the facility and services of the TRAINER and PROPERTY OWNERS, RIDER, his heirs, assigns, employees, volunteers, and legal representatives, hereby expressly agrees as follows:

1. I agree that horseback riding and all equine activities are inherently dangerous and that these activities will expose me to an increased risk of bodily injury and/or death. I further agree to voluntarily assume the risk arising from all equine-related activities arising at THE PROPERTY, including **but not limited to** property damage, falls, kicks, bites, collisions with vehicles, horses, cattle, or stationary objects, the unavailability of emergency medical care, or the negligence or deliberate act of another person. **Please Initial_____**

2. I further understand that equine events, lessons and training of horses and/or riders may involve high speed and/or high risk work in which the danger to myself or my horse(s) exceeds the normal risks of horsemanship. I hereby voluntarily and knowingly assume any and all risks of damage or injury to myself, my horse(s) and any other property which may occur as a result of my participation in equine events, lessons and the training of horses and/or riders with TRAINER and PROPERTY OWNERS.   **Please Initial _____**

3. I agree that failure to wear an ASTM Approved helmet and/or foot gear with a heel increases my risk of injury. I hereby assume said increased risk and acknowledge that the choice of all riding equipment, including but not limited to head and foot gear, is mine alone. If RIDER is a minor, RIDER is required to wear an ASTM Approved helmet and foot gear with a heel**. Please Initial _____**

4 I agree that I will release, indemnify and hold harmless TRAINER OR PROPERTY OWNERS from all liability whatsoever, and **WILL NOT SUE**, or otherwise make any claim of liability, against TRAINER OR PROPERTY. **Please Initial_____**

5. I agree that if a legal claim is made against TRAINER OR PROPERTY OWNER by RIDER (and/or his heirs, assigns, employees,, volunteers, legal representatives, and third party such as a health insurer), said claim shall be submitted to binding arbitration and that if PROPERTY OWNER prevails, RIDER shall pay PROPERTY OWNER's attorney's fees and costs incurred in the defense of such a claim. **Please Initial_____**

_____   _____
OWNER/GUARDIAN SIGNATURE   OWNER/GUARDIAN PRINT NAME

_____   _____
RIDER SIGNATURE   RIDER PRINT NAME

CELL_____ EMAIL_____

ADDRESS_____