

INDEMNITY AND RELEASE AGREEMENT

This Agreement is entered into on (date) ____/____/_____, by and between
(your name) _____, who resides at
(your address) _____, hereinafter
referred to as "I," and Happy Trails Trail Rides, hereinafter referred to as "Happy Trails," of 2180 Monument Road, San Diego, CA
92154

IT IS HEREBY AGREED AS FOLLOWS:

- 1. HAZARDOUS ACTIVITY:** I understand that horses are unpredictable by nature. When surprised, frightened, angry, or under stress, a horse's natural instincts are to jump forward or sideways; to run away from danger at a trot, cantor, or gallop; to jerk their heads, bite, kick, buck, or rear up in front or back. Horses are extremely powerful animals, and a person near a horse or horses can be bitten, kicked, trampled, or forcefully bumped or injured by a horse; and if that person is riding a horse, he or she can suffer a fall to the ground of an average distance of five feet, suffering fall injuries **in addition** to those that can occur from nearness to the horse. Thus, I understand that **HORSEBACK RIDING AND NEARNESS TO HORSES ARE DANGEROUS AND HAZARDOUS ACTIVITIES THAT CAN RESULT IN SERIOUS OR FATAL INJURIES AND I ASSUME THE RISK OF THEIR OCCURRENCE ON MY OWN BEHALF AND ON BEHALF OF MY CHILD OR LEGAL WARD.** _____ (Initial Here)
- 2. RIDING HELMETS:** I understand that I can better protect myself against head injuries by wearing a protective helmet while near or riding a horse. I understand that Happy Trails will provide helmets free of charge to all persons interacting with their horses. I accept full responsibility for any increased risk of injury to me or to my child or legal ward if I decide helmets are not needed.
_____ (Initial Here)
- 3. LIABILITY RELEASE:** I understand that, except in the event of Happy Trails' gross or wanton negligence or willful intent, I am responsible for all bodily injury or property damage that I or my child or legal ward may sustain while near to or while riding horses under the control and management of Happy Trails on or outside of the Happy Trails premises. I am responsible for any medical or other expenses incurred by me or my child or legal ward as a direct or indirect result of such bodily injury or property damage. I am responsible for any time that I or my child or legal ward may lose in employment, school, or any activity whatsoever. On my and my child/legal ward's behalf and on behalf of our heirs, administrators, successors, and assigns, I hereby release and discharge Happy Trails and all of its owners, officers, employees, authorized representatives, and contractors, from any or all claims, demands, actions, and causes of action of any nature whatsoever for any such injuries whatsoever sustained by me or by my child or legal ward and/or to our property. This release of liability is a general release that specifically waives all past, present, and future claims, if any, which are known or unknown to me at the time of signing this Release Agreement or which I may learn about or discover after the signing of this Release Agreement. On my own behalf and that of my child or legal ward, I hereby waive any and all rights based upon California Civil Code section 1542, which reads as follows: *"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."* _____ (Initial Here)
- 4. INDEMNITY:** I agree on my own behalf and on behalf of my child or legal ward to indemnify and hold Happy Trails and its owners, officers, employees, authorized representatives, and contractors harmless from any expense, loss, damage, or claim, from any cause whatsoever arising out of my or our presence on the Happy Trails premises and/or our nearness to or interaction with horses under the control and management of Happy Trails. _____ (Initial Here)
- 5. INDEMNITY/LIABILITY RELEASE BY PARENT/GUARDIAN:** As parent or legal guardian of the below named child/children or legal ward(s), I agree to indemnify and hold harmless Happy Trails and its owners, officers, employees, authorized representatives, and contractors, from any monetary losses or claims suffered or incurred as a result of my child's or legal ward's presence on the Happy Trails premises or his or her interaction with horses under the control and management of Happy Trails. Further, I agree not to bring any such claim against Happy Trails or its owners, officers, employees, authorized representatives, or contractors. _____ (Initial Here)

BY SIGNING BELOW, I ACKNOWLEDGE READING, UNDERSTANDING, AND ACCEPTING THE PROVISIONS OF THIS RELEASE AGREEMENT:

_____ Date: ____/____/_____ Signature on own behalf and/
or on behalf of Child/Ward (Names of Child/Children or Ward(s):

_____.