

DON E BROOK FARMS INC.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with horseback riding, transportation of equipment related to the activities, traveling to and from activity sites, handling horses, being on the ranch premises or trails with horses and other ranch animals (dogs and donkeys). Inherent hazards and risks include but are not limited to:

- 1. Risk of injury from the activities and equipment utilized in horse riding is significant, included the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own, or other equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, volunteers, independent contractors or representatives of DON E BROOK FARMS INC. including but not limited to, operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's reaction to sound, movements, unfamiliar environment, objects, persons, or animals.
6. Natural hazards including but not limited to surface conditions or sub surface conditions.
7. Propensity for an equine to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, lay down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall and could result in serious injury or death.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in an equine activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collision with trees, brush, equipment, vehicles, other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, flooding, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, wild animals, domesticated animals, poisonous snakes, and spiders.
16. Accidents or illness occurring in remote places where there are limited or no available medical facilities.
17. Trail Riding and all riding off DON E BROOK FARMS has all the risks herein and additional unforeseen risks.
18. My sense of balance, physical coordination, and ability to follow barn rules and any general instruction.
19. While walking, sitting or being on property for any reason at any time, it is possible to be run down, trampled, stomped on and or in contact with a loose horse(s) or horse(s) acting wild, who get free from handler or handler loses control for any reason around tacking area or anywhere on property or off property when our horses, staff, volunteers, boarders or assets are involved.
20. While walking or on horseback I will be crossing roads, parking lots and highways that are dangerous with risk of be struck by vehicles which could result in serious injury or death.

1. _____ I FULLY UNDERSTAND EVERY RISK LISTED ABOVE AND the descriptions of these risks is not complete. This is a potentially a dangerous environment with unknown unanticipated risks that may result in injury, illness or death and I HEREBY RELEASE AND HOLD HARMLESS with respect to any and all injuries, disabilities, death, or loss or damage to person or property. Whether caused by negligence or otherwise, the following named persons or entities, herein referred to as releasees-

- DON E BROOK FARMS INC., KELLY FARINELLA-POINTER, SCOTT POINTER
- LAND OWNERS OF 28680 SAN FRANCISQUITO CANYON ROAD, SANTA CLARITA CA 91390
- ELIZABETH EKEBERG, ERIC EKEBERG
- LAND OWNERS OF 28710 SAN FRANCISQUITO CANYON ROAD, SANTA CLARITA CA 91390

2. _____ TO RELEASE THE RELEASEES, the officers, directors, employees, representatives, agents, volunteers, vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, kin, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage or property that may occur as a result of engaging in the above activities.

By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

3. _____ I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

ADULT PRINT _____ SIGN _____ DATE _____

*FOR PARTICIPANTS OF MINORITY AGE: By signing above and below I certify that I, as Parent, Guardian, Temporary Guardian with Legal responsibility for this participant listed below, do consent and agree not only to his/her release of all releasees, but also to release and indemnity the releasees from any and all liabilities of incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

MINOR'S FULL NAME _____

PARENT OR LEGAL GUARDIAN PRINT _____ SIGN _____

CONTACT INFORMATION

Rider _____ PH. _____

Emergency Contact _____ PH. _____

Customer Email _____

Parent or Gaurdian _____ PH. _____

Email _____

Secondary Emergency Contact _____ PH. _____