



GROUND & RIDING RELEASE

UNDERSIGNED RIDER ASSUMES RISKS AND RELEASES EARTHQUAKE ARABIANS LLC. FROM LIABILITY, INCLUDING NEGLIGENCE

THE RIDER/Guardian of rider, BY SIGNING HIS/HER NAME AT THE BOTTOM OF THIS RELEASE, AGREES THAT FOR AND IN CONSIDERATION OF THE OPPORTUNITY TO RIDE OR BE ON THE GROUNDS OWNED BY SONCOR INVESTMENTS, CHARLES AND CORINNE MCDOWELL, SONCOR FARMS LLC, & MCDOWELL FAMILY TRUST WITH A HORSE(S) FROM EARTHQUAKE ARABIANS LLC. (HEREINAFTER CALLED EA), HEREBY AGREES TO PAY FOR SUCH RIDE, AND FURTHER AGREES AS FOLLOWS:

- (1) THAT EA, ITS AGENTS, SERVANTS, OR EMPLOYEES, HAVE EXPLAINED TO ME THAT EA'S DUTY TO THE PUBLIC REQUIRES THEM TO DESCRIBE THE NATURE OF THIS SERVICE PERFORMED HERE IN PROVIDING A HORSE FOR MY USE, THAT I CLEARLY UNDERSTAND THE FAIRNESS AND MEANING OF THIS RELEASE AGREEMENT, AND I ACKNOWLEDGE THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THIS MATTER;
- (2) THAT I KNOW AND UNDERSTAND THAT HORSE RIDING ACTIVITIES INVOLVE SPECIFIC RISKS OF PROPERTY DAMAGE OR PERSONAL INJURY TO ME OR TO MY MINOR CHILDREN ARISING FROM APPROACHING, HANDLING, MOUNTING, RIDING AND DISMOUNTING THE HORSE AND FROM OBSERVING OR PARTICIPATING IN THIS ACTIVITY, INCLUDING THE RISK THAT EA OR ITS SERVANTS, AGENTS OR EMPLOYEES MAY ACT NEGLIGENTLY IN SELECTING, PREPARING OR MAINTAINING THE HORSE(S), VEHICLE(S), EQUIPMENT OR PREMISES, IN ASSISTING ME OR MY MINOR CHILDREN TO MOUNT OR DISMOUNT FROM THE HORSE, OR IN OTHERWISE SUPERVISING THE ACTIVITY; BUT THAT I NEVERTHELESS INTENTIONALLY AGREE TO ASSUME THESE RISKS;
- (3) I, FOR MYSELF AND/OR ON BEHALF OF MY CHILD OR LEGAL WARD, HAVE BEEN FULLY WARNED AND ADVISED BY EA THAT WE SHOULD WEAR A PROPERLY FITTED HELMET IN ORDER TO REDUCE SOME OR ALL OF OUR HEAD INJURIES AS THE RESULT OF A FALL OR ANY OTHER OCCURRENCE ASSOCIATED WITH THIS HAZARDOUS ACTIVITY. WE REALIZE THAT WE ARE SUBJECT TO INJURY FROM THIS ACTIVITY TO WHICH WE ARE EXPOSING OURSELVES PURELY VOLUNTARILY.†
- (4) I HEREBY DECLARE THAT I AM PHYSICALLY FIT. I DO NOT, AND HAVE NOT, SUFFERED FROM ANY OF MEDICAL CONDITIONS, WHICH I UNDERSTAND MAY LEAD TO A DANGEROUS SITUATION WITH REGARD TO OTHER PERSONS OR MYSELF DURING RIDING ACTIVITIES OR ANY OTHER CONDITION THAT REQUIRES THE REGULAR USE OF DRUGS. I HEREBY DECLARE THAT I HAVE NO PHYSICAL OR MENTAL CONDITION THAT SHOULD PRECLUDE ME FROM PARTICIPATING IN MY CHOSEN ACTIVITY THAT I AM NOT PARTICIPATING AGAINST MEDICAL ADVICE OR TREATMENT. I FURTHER DECLARE THAT IN THE EVENT THAT I FEEL ILL OR UNWELL, HAVE ANY PHYSICAL COMPLAINTS WHATSOEVER OR IF AN INJURY IS SUSTAINED OF ANY KIND DURING THE COURSE OF RIDING ACTIVITIES, I WILL NOTIFY THE OWNER/EMPLOYEE OF THE INSURED IMMEDIATELY AND BEFORE MOVING AWAY FROM THE IMMEDIATE VICINITY.
- (5) THAT I HEREBY RELEASE AND FOREVER DISCHARGE EA, ITS AGENTS, SERVANTS OR EMPLOYEES FROM ALL PRESENT AND FUTURE CLAIMS ARISING FROM PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING THE USE OF HORSES AT EA, WHETHER OR NOT LOSS, DAMAGE OR INJURY RESULTED FROM THE NEGLIGENCE OR EA, ITS AGENTS, SERVANTS OR EMPLOYEES AND EA'S FAILURE TO USE DUE CARE, EITHER IN ITS TRAINING METHODS OR IN ITS FURNISHING SAFE EQUIPMENT, AND I SHALL ASSUME ALL RISKS RELATED TO HORSEBACK RIDING;
- (6) THAT I WAIVE MY RIGHT TO FILE AND PROMISE NOT TO FILE ANY LEGAL PROCEEDINGS AGAINST EA, ITS AGENTS, SERVANTS OR EMPLOYEES, FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME OR BY MY MINOR CHILDREN DURING THIS ACTIVITY, INCLUDING DAMAGE ARISING OUT OF NEGLIGENCE BY EA, ITS AGENTS, SERVANTS, CONTRACTORS, APPRENTICES OR EMPLOYEES; AND I SHALL PAY ALL COSTS AND ATTORNEYS' FEES FROM ANY LEGAL PROCEEDINGS WHICH I MAY BRING CONTRARY TO THIS AGREEMENT AND WHICH IS RESOLVED IN FAVOR OF EA, ITS AGENTS, SERVANTS, CONTRACTORS, APPRENTICES OR EMPLOYEES
- (7) THAT I SIGN THIS RELEASE AGREEMENT FOR AND IN CONSIDERATION OF THE AGREED PRICE, AND I HEREBY REQUEST EA, I ITS AGENTS, SERVANTS, CONTRACTORS, APPRENTICES OR EMPLOYEES, TO CHOOSE FOR ME OR FOR MY MINOR CHILDREN A HORSE, FOR THE PURPOSE OF RIDING SAME, KNOWING THAT EA, ITS AGENTS, SERVANTS, CONTRACTORS, APPRENTICES OR EMPLOYEES ARE RELYING UPON THIS RELEASE AGREEMENT AND THE INFORMATION THAT I HAVE GIVEN TO THEM CONCERNING MY EXPERIENCE AND THAT OF MY MINOR CHILDREN WITH A HORSE, INCLUDING THE POTENTIAL HAZARDS INVOLVED;
- (8) THAT I HAVE READ THE FOREGOING RELEASE, AND BEING OF SOUND MIND AND AN ADULT, SIGN IT FREELY WITH FULL KNOWLEDGE OF ITS MEANING AND CONTENT

ADULT (GAURDIAN) PRINT NAME: _____ PHONE NUMBER: _____

NAME OF MINOR: _____

ADDRESS : _____ City _____ Zip: _____

SIGNATURE: _____ DATE: _____

(PARENT/GAURDIAN REQUIRED FOR MINORS)

MEDICAL INSURANCE PROVIDER: _____

EMERGENCY CONTACT NAME AND NUMBER: _____

Email: _____