



Waiver of Liability and Assumption of All Individual Risk

The undersigned hereby releases and forever discharges Trinity Ranch, Inc. and its owners, directors, employees, agents, and their successors, heirs and assigns, including but not limited to Robert Padilla, Jennifer Padilla, & The Padilla Family Trust, Celia Gaboury, Dennis Schnarr, and Pete Akins, who it might be claimed to be liable, none of whom admit any liability from any and all claims, demands, actions, causes of action (known and unknown), both to person and property, which have resulted or may in the future develop from any accident which might occur as a result of any recreational activity on their property. The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, stipulated or otherwise, on account of the injuries and damages above mentioned, and for the express purposes of precluding forever any further or additional claims arising out of any possibility accident by the undersigned.

It is further agreed that the release expresses a full and complete settlement of liability, regardless of the adequacy of the aforesaid and that the acceptance of this release shall not operate as an admission of the liability on the part of anyone.

AGREEMENT

As a condition of my or my child's exposure to being around horses, using horse related equipment or receiving riding services provided by Trinity Ranch, Inc., up to and including participating in social, educational, athletic or any other event or activity sponsored at or around its facilities, and in consideration for the privileges that come from Horseback Riding, I hereby consent and agree to the following:

1. INHERENT RISK

I acknowledge that Horseback Riding is a recreational activity subject to mishap and even serious injury or death to participants. I understand that I or my child may suffer an injury, including but not limited to a broken limb, paralysis, or fatal injury while undertaking Horseback Riding or participating in social, educational, athletic or any other event or activity sponsored at or around its Facilities. **(Initial Here _____)**

2. NO WARRANTIES

I acknowledge that there are no warranties from Trinity Ranch, Inc. applicable to Horseback Riding or participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, and that all warranties, whether expressed or implied, are excluded. **(Initial Here _____)**

3. MY RELEASE OF LIABILITY

I hereby release and discharge Trinity Ranch, Inc., its owners, directors, employees, agents, and their successors, heirs and assigns, including but not limited to Robert Padilla, Jennifer Padilla, & The Padilla Family Trust, Celia Gaboury, Dennis Schnarr, and Pete Akins (hereinafter collectively called "Released Parties"), all actions, claims or demands, both from myself and or my heirs or personal representatives, for injury, or damage to me or my property in the course of my participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, including but not limited to Horseback Riding. **(Initial Here _____)**

I understand that exposure to Horseback Riding and participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, has intrinsic risks that cannot be fully eliminated by any amount of care, caution, instruction or expertise and I EXPRESSLY AND VOLUNTARILY ASSUME FOR MYSELF OR MY CHILD ALL RISK OF PERSONAL INJURY SUSTAINED WHILE UNDERTAKING HORSEBACK RIDING, WHETHER OR NOT CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES. (Initial Here _____)

4. GIVING UP MY LEGAL RIGHTS

By signing this agreement, I AGREE TO GIVE UP CERTAIN LEGAL RIGHTS, which I may have, in the event I or my child suffers damages or losses sustained as a result of my or my child's participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, up to and including Horseback Riding.. I am giving up my legal rights against the Released Parties. (Initial Here _____)

5. MY PROMISE NOT TO SUE

I agree that I WILL NOT SUE OR OTHERWISE MAKE ANY CLAIM against the Released Parties for injury, or damage to me in the course of my participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, up to and including Horseback Riding. (Initial Here _____)

6. MY PROMISE TO INDEMNIFY & HOLD HARMLESS

I agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES and pay all costs and expenses, including attorneys' fees and court costs that may be incurred as a consequence of any legal action arising out of (1) injury, death, or damage to me or my child; or (2) injury, death or damage to someone else. (Initial Here _____)

I also will take FULL RESPONSIBILITY, AND HOLD HARMLESS THE RELEASED PARTIES, from any injury that I or my child may suffer or inflict upon others or their property as a result of my or my child's participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, up to and including Horseback Riding. (Initial Here _____)

7. SAFETY

I agree that I or my child will undertake participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, up to and including Horseback Riding, and will conduct ourselves in a reasonable and safe manner so as not to endanger the lives of persons or the property of any individual. We further agree to obey the counselors, mentors and all staff instruction while on the ranch. (Initial Here _____)

8. MY CONSENT TO MEDICAL TREATMENT

I consent to hospital care, medical or surgical diagnosis or treatment to be rendered to me, or to persons or members of my family who accompany me, as found advisable, of any injuries that may arise from participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, up to and including Horseback Riding. I also understand and agree that I am solely responsible for any applicable charges for such medical services.

ACKNOWLEDGMENT

I have read and understood the above and acknowledge that the same constitutes (a) a release of liability and a waiver of my or my child's legal rights and (b) acknowledgement of the assumption of liability by me or my child of all risks arising out of participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, up to and including Horseback Riding. (Initial Here _____)

I agree that this document shall continue in full force and effect for so long as I am exposed and my child is exposed to the participation in social, educational, athletic or any other event or activity sponsored at or around its facilities, up to and including Horseback Riding. (Initial Here _____)

