

HORSEBOUND, LLC
WAIVER, GENERAL RELEASE AND INDEMNITY

Horsebound, LLC (“Horsebound”) is a Limited Liability Company that owns and operates Horsebound, LLC, 12115 Black Mountain Road, San Diego, CA 92129. Horsebound provides horsemanship and riding instructions, camp, and special events. In order to keep our operating costs reasonable, we ask all participants, and the parents of all minor participants, to sign this Waiver, General Release and Indemnity (“Agreement”). By signing this Agreement, you are waiving and generally releasing all claims against Horsebound, including claims arising out of the negligence of Horsebound and its staff; you are agreeing to indemnify Horsebound against claims and liabilities; you are assuming certain risks; and you are agreeing not to sue Horsebound or assist others in suing Horsebound.

1. **General Statement of Risk.** There are inherent risks involved in riding, working, and being around horses. Horses can be unpredictable. Because of their size and strength, horses can be dangerous. Participants will be in close proximity to horses, and participants may be handling, riding, taking lessons, grooming, feeding and otherwise interacting with horses. All of these activities have inherent risks, including damage to personal property, illness, bodily injury, trauma, or even death that may result from many causes, including the active or passive negligence of Horsebound and its officers, directors, agents, and employees.

2. Definitions.

a. Associated Persons and Associated Entities. “Associated Persons and Associated Entities” means: (i) Associated Persons: present and former officers, directors, shareholders, partners, members, predecessors-in-interest and successors-in-interest of Horsebound and Horsebound's Associated Entities; and (ii) Associated Entities: affiliates, partnerships, limited liability companies, predecessors in-interest, contractors, and subcontractors, and including, without limitation, Canyonside Equestrian Center L.L.C., City of San Diego, and County of San Diego.

b. Claims. “Claims” shall include all claims, rights, demands, damages, liabilities, and causes of action (whether asserted, unasserted, known, unknown, contingent, accrued, or otherwise).

c. Costs. “Costs” shall include all costs, losses, expenses, attorney's fees, expert witness fees and other fees, interest, and all other obligations.

3. **Waiver and General Release.** On behalf of myself and my spouse, parents, guardians, children, siblings, next of kin, successors, assigns, principals, employees, and agents, I fully and forever waive, release, acquit, and discharge Horsebound and its Associated Persons and Associated Entities from all present and future Claims and Costs arising out of or related in any way to this Agreement, or my presence on or use of Horsebound, or its horses, equipment, and facilities, whether or not caused by the active or passive negligence of Horsebound, and whether such Claim or Cost occurs on or off the Horsebound property, and excepting only such Claims and Costs arising solely and exclusively from Horsebound's gross negligence or knowing and intentional unlawful conduct.

4. **Waiver of Civil Code Section 1542.** I acknowledge that the above Waiver and General Release

includes Claims and Costs which I do not know or suspect to exist, and I waive all rights which may exist under California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

5. **Assumption of Risks.** I acknowledge that horses can be dangerous animals. I am aware of the inherent risks of injury, property damage, trauma and death involved in interacting with horses. I assume all known and unknown risks of personal injury, bodily injury, and property damage which may arise out of or be related in any way to my presence on or use of the Horsebound, or its horses, equipment, and facilities and including, without limitation, the risk of negligent instruction or supervision, and the risk that Horsebound's actions or inactions increased the risks to me.

6. **Covenant Not to Sue.** I will not make, assert or maintain any action, demand or lawsuit against Horsebound or any of Horsebound's Associated Persons or Associated Entities for Claims and Costs waived or released by this Agreement, or for risks that I assume. I shall not aid, cause or otherwise encourage others to make, assert or maintain any action, demand or lawsuit against Horsebound or any of Horsebound's Associated Persons or Associated Entities.

7. **Indemnity.** I will defend, indemnify and hold harmless Horsebound and its Associated Persons and Associated Entities for Claims and Costs arising out of or related in any manner to (i) my presence on or use of Horsebound, or its horses, equipment, and facilities, and including Claims and Costs arising in whole or in part from the active or passive negligence of Horsebound; or (ii) any breach of this Agreement by me; and exception only such Claims and Costs arising solely and exclusively from Horsebound's gross negligence or knowing and intentional unlawful conduct.

_____ Participant's Signature If
under 18, signature of Parent or Legal Guardian
_____ Print Name Print

Name

Date: _____

Authorization: *My child has my permission to engage in all Horsebound activities. I give permission to the medical personnel selected by Horsebound to order x-rays, routine tests, and treatment; to release records necessary for insurance purposes; and to arrange necessary transportation for my child or me if I am non-responsive. I give permission to the physician selected by Horsebound to administer treatment, including hospitalization. This form may be photocopied and the photocopy may be used for all purposes. I accept full responsibility for any injury to my child or me as a result of Horsebound activities. I will provide my own health and accident insurance.*