

SANTA YNEZ VALLEY HORSEBACK RIDES LLC
COWBOY CHRISTMAS VOLUNTARY RELEASE & INDEMNITY AGREEMENT

This Release and Indemnification Agreement (Waiver) is made this _____ day of _____, 20____ by the undersigned Participant, to Release and Indemnify Santa Ynez Valley Horseback Rides LLC, Bob Sweeney, Evelyn Sweeney, The City of Buellton, private property owners at 774 W. Hwy 246, 778 W. Hwy 246, 800 W. Hwy 246, and 910 W. Hwy 246, Bethania Lutheran Church and all their respective heirs, agents, contractors, sub-contractors, volunteers, vendors, marketing representatives, employees and family members, collectively referred herein as Releasees SYV Horseback Rides LLC and its Affiliates, as set forth below.

Voluntary Participation: I _____, acknowledge that I have voluntarily agreed to participate in horseback riding and training with Santa Ynez Valley Horseback Rides LLC located at 202 Dairyland Road, Buellton, CA 93427 the d/b/a operation owned and operated by Bob & Evie Sweeney.

Assumption of Risk: I, the undersigned, understand and believe that horses and ponies are dangerous and unpredictable at any time for any reason, irrespective of their training, usual past behavior or characteristics; that horse related activities can be hazardous and there is inherent danger to me, the horse and/or the equipment involved in this activity. I understand that horses have unpredictable behaviors. They may: Spook, shy, run away, buck, rear, bite, kick, stomp, trip, fall, roll over or do other injurious activities to themselves and their riders and handlers. Thusly, this unpredictable behavior exposes me, the undersigned, to falls, collisions with other horses, riders, vehicles or stationery objects, including being kicked, tossed, trampled, dragged, bitten or any other potentially dangerous action. Further, I am aware that I will be riding a horse I am unfamiliar with along roads, streets, bridle trails, sidewalks, bridges, private and public easements, throughways and across a river to and from a public bridle trail. I have inspected the area where the horse-related activity is staged, as well as the equipment involved. I realize that it is recommended to wear the regulation protective head gear issued to me by the proprietors. I am voluntarily participating in this activity with knowledge of the inherent risks and the danger involved. By signing this Release, I understand that I voluntarily agree to defend, indemnify and hold harmless Releasees SYV Horseback Rides and its Affiliates, and that I am giving up an important right to hold the Releasees responsible for any harm, serious or otherwise, including death, which may occur. I acknowledge that I am hereby advised to consult an attorney before signing this release. For myself, my spouse, and any minors I expressly waive the California Code of Civil Procedure section 1542 which provides: "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 I know by him must have materially affected his settlement with the debtor." I hereby voluntarily accept and assume any and all risks of personal injury, including death and or known and unknown damages, injury, or death, to myself, my family and heirs. (Initials ____). In the event of injury or death to person or animal, Participant agrees that any member of Releasees SYV Horseback Rides and its Affiliates may direct that emergency medical or veterinary care be provided, including examination, treatment and transportation. Participant assumes the risk of said consequence and the expense thereof. Participant will defend and indemnify Releasees SYV Horseback Rides and its Affiliates from any and all expenses incident to such injury or damage.

Release, Discharge and Covenant Not to Sue: As consideration for being permitted to participate in this activity, I, on behalf of myself and my heirs and all dependents, executors, administrators and assigns, hereby release Releasees SYV Horseback Rides and its Affiliates now or at any time hereafter for any injury, death or damage arising out of my participation in this horseback riding endeavor. I hereby agree that I, my heirs, executors, administrators and assigns, will not make a claim against, sue or attach the property of any Releasees for any injury, death, damages or property damage, including any injury to the horse, resulting from or arising out of any acts or omissions or releasees including, without limitation, any negligence of Releasees.

Alcohol Consumption Release: I agree that if I choose to consume alcoholic beverages at the Cowboy Christmas event I will drink responsibly and will not operate a motor vehicle or ride a horse if I am intoxicated. I acknowledge that I alone am responsible for all of my actions resulting from consuming alcohol and that SYV Horseback Rides LLC and its vendors, volunteers and staff are in no way responsible for my actions or any result caused by them.

Indemnity Agreement: I further agree that I will forever defend, indemnify and hold harmless Releasees SYV Horseback Rides and its Affiliates against all actions, claims, demands and liabilities (including court costs and attorney's fees) related to any injury, death, damages or property damage resulting from or arising out of my participation in all horseback riding activities.

Printed Name of Adult Participant / Date

Signature of Participant / Date

Printed Name of Adult Participant / Date

Signature of Participant / Date