NLH EQUESTRIAN

NOELLE HENRICH

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND HOLD HARMLESS AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND, IF APPLICABLE, YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE ACTIVE AND/OR PASSIVE NEGLIGENCE OF NOELLE HENRICH.

For purposes of this Agreement, "Releasees" means, collectively: Noelle Henrich; her assistants, employees, volunteers, agents, and independent contractors; the owner(s) and lessor(s) of any horse used in the Riding Activities (defined below); and the successors and assigns of each of the foregoing.

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS EQUESTRIAN ACTIVITY. RELEASEES DO NOT GUARANTEE THE SAFETY OF INDIVIDUALS, FAMILY MEMBERS, FRIENDS OR THE HORSES INVOLVED IN THIS EQUESTRIAN ACTIVITY WITHIN ANY FACILITY USED BY THE RELEASEES.

I, _____

(and on behalf of my minor child(ren)) _____

reside at (Street Address) _____

in (City) _____ (State, Zip) _____

I acknowledge that I voluntarily participate, for myself and/or for my minor child(ren), in horseback riding, riding lessons, training, showing, and related activities, including without limitation mounting, dismounting, grooming, leading, tacking, and otherwise handling or being in close proximity to horses (the "Riding Activities"), at any facility, premises, show grounds, or other location used by the Releasees (the "Facility"). In consideration of my (and/or my minor child's) being permitted to handle and/or ride a horse and/or be in close proximity to a horse and to participate in the Riding Activities, and on behalf of myself, my child, my family, and our personal representatives, heirs, next-of-kin, spouses and assigns (collectively, the "Releasing Parties"), I HEREBY:

1. UNDERSTAND AND ACKNOWLEDGE that the activity I am about to voluntarily engage in bears certain known and unforeseeable risks which could result in injury, death, illness or disease, other physical or mental harm, or damage to myself, to my child, to my property, to any horse, or to spectators or other third parties. I acknowledge that some, but not all, of the inherent risks of horseback riding and any other related activities are:

(1) A horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, stop or refuse to jump, change direction or speed at will, shift its weight from side to side, make unpredictable movements, spook, shy, jump obstacles, step on a person's feet, or push or shove a person, all of which may cause the rider to fall or be jolted, resulting in serious injury or death to persons on or around the horse, or injury or death to the horse itself or to other horses or animals.

(2) Equipment may fail; saddles, bridles, girths or other equipment may loosen, fail, break or slip, resulting in serious injury or death.

(3) Additional risks include but are not limited to those caused by the actions of other people, including other riders, trainers, spectators, co-participants or other persons. I hereby assume ALL of the risks of participating in horseback riding and working around horses.

2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

3. VOLUNTARILY ASSUME the risk and danger of injury or death inherent in participation in the Riding Activities, including but not limited to the handling or riding of a horse. I further assume the risk and danger associated with being in close proximity to a horse or on the premises of the Facility. I further assume the risk associated with the failure to wear a protective helmet when riding or handling a horse, and the risk associated with the use of saddles, bridles, equipment and gear provided to me (and/or my child) by any of the Releasees.

4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Releasees, expressly, absolutely and forever, to the full extent permitted by the laws of the State of California, from any and all losses, injuries, damages, claims, costs, liabilities, expenses and actions of every nature and description whatsoever, whether foreseen or unforeseen, and whether now existing or arising in the future, including without limitation personal injury, death, wrongful death, property damage, property loss, and injury to or death of any horse, arising out of, related to, or in connection with the handling or riding of a horse, being in close proximity to a horse, being on the premises of the Facility, the failure to wear a protective helmet when riding or handling a horse, and/or the use of saddles, bridles, equipment and gear provided by any of the Releasees. I further agree to release the Releasees from any claim that the Releasees were NEGLIGENT in connection with my or my child's equestrian activities, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills, leading and supervising riders, the use of any equipment provided by the Releasees, or the condition of the premises of the Facility, which resulted in loss, damage, injury or death. In any action arising from a breach of this covenant not to sue, the prevailing party shall be entitled to recovery of attorneys' fees and costs. MY INITIALS HERE ACKNOWLEDGE THAT I AM RELEASING THE RELEASEES FROM LIABILITY FOR THEIR OWN NEGLIGENCE.

(Please Initial Here): _____

5. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Releasees from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either my or my child's participation in the Riding Activities, including but not limited to handling or riding a horse, being in close proximity to a horse, being on the premises of the Facility used by the Releasees, the failure to wear a protective helmet when riding or handling a horse, and/or the use of saddles, bridles, equipment and gear provided therewith, or arising from or contributed to by my or my child's own negligence. I agree to hold the Releasees harmless from any and all claims arising from damage or injury caused by said horse(s) to anyone or anything, and to defend the Releasees from any and all such claims. In any action indemnified by me, the Releasees shall have the right to choose their own legal counsel, with all legal costs and expenses to be my responsibility.

6. AGREE to abide by and follow any instructions given or rules established by the Releasees for any and all equestrian activities and/or equestrian-related activities, including but not limited to training activities and riding instruction for show jumping, eventing, and dressage. I further agree to truthfully and completely disclose to the Releasees my (and/or my child's) riding experience and skill level, and to promptly inform the Releasees of any change in health or physical condition that may affect safe participation.

7. CERTIFY that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this sport, event, lesson, or exposure to the horses, and to cover bodily injury or property damage caused to a third party as a result of my participating in this sport, event, lesson, or exposure to the horses. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I represent that, to the best of my knowledge, neither I nor my minor child has any health condition(s) that would make it inadvisable to participate in equestrian activities.

8. CONSENT to emergency medical treatment for myself and/or my child(ren) that may be deemed necessary while participating in the Riding Activities, and agree to pay the cost of any and all medical treatment provided.

9. ACKNOWLEDGE reading and understanding the following language of Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Having reviewed this provision, I nevertheless voluntarily release the Releasees from any and all liability for claims arising out of the matters set forth herein, and expressly waive any rights I may have under Section 1542. I understand the word "claims" to

include all actions, claims and grievances, whether actual or potential, known or unknown, and specifically but nonexclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or on any other claim or cause of action.

10. REPRESENT AND WARRANT, in the event that a participant in the Riding Activities is a minor, that I am a parent of the minor participant and/or the legal guardian of such minor(s), and that I have full authority to sign this Agreement for and on behalf of the minor. I sign this Agreement both individually and on behalf of the minor, and I agree, individually, to release, indemnify, defend and hold harmless the Releasees from and against any claim brought by or on behalf of the minor arising out of or relating to the Riding Activities, including any such claim asserted after the minor reaches the age of majority.

11. EXPRESSLY AGREE that the foregoing release and waiver of liability, assumption of risk, indemnity agreement and promise not to sue is governed by the laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. I agree that if, in spite of this Agreement, legal action is brought regarding a claim, it must be brought in the Superior Court of Santa Clara County, California, and further agree that the substantive laws of the State of California shall apply in any action brought.

12. AGREE THAT THIS AGREEMENT APPLIES TO ALL PRESENT AND FUTURE PARTICIPATION by me and/or my child(ren) in the Riding Activities, on each and every occasion, and shall remain in full force and effect unless and until revoked by me in a signed writing delivered to Noelle Henrich. This Agreement is binding upon the Releasing Parties, may be executed electronically and in counterparts, and a photocopy, scan, or electronic copy of the signed Agreement shall be as valid and enforceable as the original.

13. UNDERSTAND AND AGREE that no person will be allowed to mount any horse under the supervision of the Releasees without wearing a properly fitted and securely fastened protective equestrian riding helmet and appropriate clothing. I acknowledge that the Releasees require such a helmet to be worn at all times while mounted, and that no protective item can guard against all injuries. I understand that a helmet may be provided or loaned to me and/or my child by the Releasees or by the Facility, that the Releasees make no representation or warranty regarding the fit, age, condition, or certification of any helmet so provided or loaned, and that I assume all risks associated with the use of any such helmet. I am encouraged to provide my own (and/or my child's own) ASTM-SEI certified riding helmet.

MY INITIALS BELOW ARE ACKNOWLEDGMENT THAT I HAVE BEEN INFORMED OF THE REQUIREMENT TO WEAR A PROTECTIVE EQUESTRIAN RIDING HELMET AT ALL TIMES WHILE MOUNTED AND OF MY AGREEMENT TO OBLIGE.

(Please Initial Here): _____

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY, AND I UNDERSTAND IT IS A PROMISE NOT TO SUE. I have made a free and deliberate choice to sign this Agreement as a condition of the Releasees allowing me and/or my child to participate in equestrian activities, including but not limited to handling, riding, or being in close proximity to a horse. I have concluded that the risks involved and the release and waiver of liability are worth the pleasure of the equestrian activities experience, and acknowledge that the same is valuable consideration for this Agreement. I sign it of my own free will.

Date: _____ Phone: _____

Participant Name: _____

Signature: _____

Adult, Parent or Guardian

****** Participants under the age of 18 must have a parent or legal guardian sign ******

EMERGENCY CONTACT

Name: _____ Phone Number: _____

Known allergies or medical conditions: _____