

This **LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK** is made and entered into on this _____ day of _____, by and between **DEBBIE DAVIS AND SPORT EQUINE TRAINING CENTER EQUESTRIAN FACILITY**, and property located at 13616 E. Bullard Ave., Clovis CA 93619, hereinafter designated Equine Professional and _____ hereinafter designated Participant; and, if Participant is a minor, Participant's parent or guardian, _____. In return for the use today, and on all future days, of property, facilities, and services of the Equine Professional, the Participant, heirs, assignees and legal representatives, hereby expressly agree to the following:

Participant is responsible for full and complete insurance coverage on his/her horse, personal property and self. Participant understands there are **INHERENT RISKS** in and around equine activities. These are dangers or conditions that are an integral part of equine activities, including but not limited to; the propensity of an equine to behave in ways that may result in injury, harm, or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner. Participant understands that horses, irrespective of their training and usual behavior and characteristics, may act or react unpredictably at any time based on instinct or fright. Initial your agreement _____

PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON EQUINE PROFESSIONAL'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. Initial your agreement _____

Participant agrees to hold Equine Professional and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon Equine Professional's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the equine Professional. Initial your agreement _____

Participant agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. Initial your agreement _____

Participant agrees to indemnify and defend Equine Professional against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from Participant's use of or presence upon the Equine Professional's property and facilities. Participant hereby releases and waives any claims now or hereafter against Debbie Davis and Sport Equine equestrian