

Diamond Hills Equestrian Center

Release and Waiver of liability and indemnity agreement

With the knowledge that the undersigned, and/or their minor child, is undertaking to walk, ride, and control a horse, be in a farm/barn environment an inherently dangerous activity, the undersigned:

1. Hereby releases, waives, discharges, and covenants NOT TO SUE Janine Hill or Daniel Hemenway, individually, and doing business as Diamond Hills, and each of them (hereafter "releasees") from ALL liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for ANY AND ALL LOSS OR DAMAGE, and any claim or demands therefor on account of injury to the person or property or resulting in the death of the undersigned, whether caused by the negligence of the RELEASEES or otherwise while the undersigned is walking, riding, standing (whether under the instruction of supervision of RELEASEES or not) any horse or property (whether owned by the releasees or not).
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to the inherently dangerous activity described here in above, whether caused by the negligence of RELEASEES or otherwise.
3. Hereby ASSUMES FULL AND ALL responsibility for any risk of bodily injury, death or property damage due to the negligence of releasees, or otherwise participating in the inherently dangerous activities described herein-above.
4. The undersigned EXPRESSLY ACKNOWLEDGES AND AGREES that the activities undertaken by the undersigned as contemplated above are dangerous and involve the risk of serious bodily injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion hereof is held invalid, the remainder of the Release, Waiver and Indemnity Agreement shall, notwithstanding, continue in full force and effect.
5. The UNDERSIGNED HAS READ AND VOLUNTARILY signed the release and waiver of liability and indemnity agreement, and expressly acknowledges that no insurance coverage of any kind is to be provided, included or guaranteed by RELEASEES. The undersigned expressly acknowledges that NO oral representations, statements or inducements apart from the foregoing written, oral agreement have been made.

Signed _____ Date _____

Signature of parent, if under 18 years of age:_____