

## **BENNETT FARMS**

### **Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**

PLEASE READ CAREFULLY BEFORE SIGNING

By signing this agreement you are giving up certain legal rights, including the right to sue or recover damages in case of injury, death, or property damage. Please read this agreement carefully before signing it. Your signature confirms your understanding and acceptance of the agreement and its terms and you are riding/driving on your own free will with full knowledge and understanding of its significance.

This agreement shall be legally binding upon me and the parents of legal guardians, if a minor, my heirs, estate assigns including all minor children and personal representatives, and it shall be interpreted according to the laws of the State of California.

I understand that horseback riding/driving is a high risk activity and that I have on my own volition requested to use the services of Bennett Farms, on the property of the Los Angeles Equestrian Center, Inc. for riding, driving, lessons, and other activities associated therewith. This release further includes all activities associated with the rental, use, or riding in any carriage or cart owned or operated by Jim Bennett, or Bennett Farms or the Los Angeles Equestrian Center. I understand that there are numerous obvious and non-obvious risks always present in such an activity despite all safety precautions. Injuries can be severe requiring hospitalization and resulting in lasting residual effects.

I assume this risk entirely and further do hereby release and hold harmless, indemnify and defend Jim Bennett, Jim Bennett Farms, the Los Angeles Equestrian Center and their owners, officers, employees, agents, successors and representatives from any claims from me, my assignees, heirs, distributes, guardians, and legal representatives and undertake not to make any claim of any nature against, sue, or attack the property of Jim Bennett, Jim Bennett Farms, or the Los Angeles Equestrian Center, Inc., or any party associated therewith or operation as a result of my participation in lessons, training, associated activities while riding, driving, handling or otherwise, and/or use of the property in any manner whatsoever. I further accept the horse, carriage, cart, and equipment used at my own risk and assume full responsibility for all matters, results, injuries, damages, occurrences resulting there from or that may occur.

I hereby assume full and complete responsibility for any injury or damage caused by myself or any animal owned by myself and agree to hold harmless, defend and indemnify Jim Bennett, Jim Bennett Farms, and the Los Angeles Equestrian Center, Inc. for all injury or damage caused by myself or any animal owned by me. I agree to abide by all posted and non-posted rules of the property and instructions by employees of Jim Bennett Farms.

I certify that I am in good health and have no medical condition or disability that could interfere or hinder my participation in activities at Jim Bennett Farms. I certify that I have health insurance and accident insurance coverage, which does not exclude the level of horseback riding, driving, or carriage riding undertaken and third party injury and property damage. In the event I have no insurance I certify that I am financially capable of personally paying for any and all expenses and liabilities.

I agree that this release will not be rendered void if first aid is administered by any of the above-mentioned parties or whomever if I should be injured in any way while participating in the aforementioned activities.

I hereby expressly agree to waive the benefits of Section 1542 of the California Civil Code, 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 if known by him/her must have materially affected his/her settlement with the debtor.

**Photo Release:** I hereby grant Bennett Farms permission to use my likeness in photographs, videos, or other digital media in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that these materials will become the property of the organization and will not be returned.

**ALL RIDERS, PARENTS/GUARDIANS MUST ACKNOWLEDGE THEY HAVE RECEIVED AND AGREE TO THESE TERMS ON THE BENNETT FARMS WEBSITE NEW CLIENT FORM AFTER READING THIS ENTIRE DOCUMENT**