

**WAIVER AND RELEASE FROM LIABILITY FOR INDIVIDUAL OWNER FOR USE OF LAND
FOR HORSEBACK RIDING AND RELATED ACTIVITIES.**

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge **Sarah and Frank Nunley** from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my equine activities on the premises of land owned by **Sarah and Frank Nunley** in the County of San Luis Obispo, in the State of CA on Partner Rd.

I understand that the activities in which I will participate are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death; that horses by their nature are prone to kick, bite, shy, buck, stumble, bolt, rear, or exhibit signs of general unpredictability and that the land may pose such dangerous conditions due to snakes, insects, ditches, erosions, sharp rocks, culverts, fallen trees, braches, snow, mud, or other natural and man-made hazards. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property and real property owned by **Sarah and Frank Nunley** including but not limited to riding horses on the land, using the land in any manner, form or fashion, and engaging in any outdoor activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver. This agreement and its terms and provisions will include any minors who accompany me or who are under my care. I further agree that I shall assume responsibility for watching and caring for minor's safety and guarding against all hazards, natural or man made, whether expressly mentioned in this WAIVER AND RELEASE or otherwise.

Date

Printed Name

Signature