

Ligara Farms

Release and Waiver of Liability and Indemnity Agreement

For valuable consideration, receipt of which is hereby acknowledged, and with the knowledge that the undersigned is undertaking to walk, ride and control a horse, an inherently dangerous activity, under the supervision of an instructor, the undersigned:

HEREBY RELEASES, WAIVES, DISCHARGES and CONVENANTS NOT TO SUE Joseph Heinrich, Susan Crenshaw, Caitlin Heinrich or Assistant, individually, and doing business as **Ligara Farms**, 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 therefore 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, or standing in proximity to (whether under the instruction or supervision of RELEASEES or not) any horse (whether owned by RELEASEES or not) **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 hereinabove, whether caused by the negligence of the RELEASEES or otherwise.

HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of RELEASEES, or otherwise while in proximity to, walking, riding, or controlling any horse, or otherwise participating in the inherently dangerous activities described hereinabove.

THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES UNDERTAKEN BY THE UNDERSIGNED AS COMTEMPLATED 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, then the remainder of this Release, Waiver and Indemnity Agreement shall, notwithstanding, continue in full force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and expressly acknowledges that no insurance converge 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 agreement have been made.

PRINT NAME _____

SIGNED _____ DATED _____

Signature of Parent or Guardian, if under 18 years of age:

_____ DATED _____