

**Kids Horsin' Around, Inc.  
2504 Secluded Lane  
Fallbrook, CA 92028  
760-216-1287**

**Release of Liability**

This **RELEASE OF LIABILITY** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **Kids Horsin' Around, Inc. (KHA)**, 3504 Secluded Lane, Fallbrook, California, 92028 and "**RIDER**", or if Rider is a minor, Rider's parent or legal guardian. In return for use today and on all future dates of property, facilities and services of **Kids Horsin' Around, Inc. (KHA)** and **RIDER**, his/her heirs, assigns, and legal representative, hereby expressly agree to the following:

1. This **RELEASE OF LIABILITY** covers all persons on or about all horses on the property.
2. **RIDER** understands there are risks in and around equine activities.
3. **RIDER** agrees to assume **ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON Kids Horsin' Around, Inc. 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.
4. **RIDER** agrees to hold **Kids Horsin' Around, Inc.** and all successors, assign, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release 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 **RIDER'S** use of or presence upon **Kids Horsin' Around, Inc.** property and facilities including, those based on death, bodily injury, property damage, including consequential damages, except if damages are caused by the direct, willful and gross negligence of **Kids Horsin' Around, Inc.**
5. **RIDER** 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 it release does not know or suspect to exist at the time of executing release.

6. **RIDER** agrees to indemnify and defend **Kids Horsin' Around, Inc.** against and hold harmless from any and all claims, causes of action, damages, judgments, cost or expenses, including attorneys' fees which in any way arise, from **RIDER'S** use of or presence upon **Kids Horsin' Around, Inc.** property and facilities.
7. **RIDER** agrees to abide by all **Kids Horsin' Around, Inc.** rules and regulations.
8. This contract is non-assignable and non-transferable. When **RIDER** and a **legal representative for Kids Horin' Around, Inc.** sign this contract it will then be binding on both parties, subject to the above terms and conditions.

**ALL RIDERS MUST WEAR HELMETS.** \_\_\_\_\_  
Initial

**IT IS UNDERSTOOD THAT HORSES ARE POTENTIALLY DANGEROUS AND UNPREDICTABLE ANIMALS. ANY ACTIVITY UNDERTAKEN AROUND OR NEAR HORSES CAN LEAD TO BODILY INJURY OR DEATH EVEN IF PROPER CARE IS TAKEN.** \_\_\_\_\_  
Initial

\_\_\_\_\_  
**Gayle Lawrence, Owner**  
**Kids Horsin' Around** \_\_\_\_\_  
Date

\_\_\_\_\_  
Rider's Signature                      Age (if minor)                      Date

\_\_\_\_\_  
Rider's Name (Print)

\_\_\_\_\_  
Parent or Guardian Name                      Signature                      Date