



## Release of Liability and Assumption of Risk Agreement

1. I, \_\_\_\_\_, have read and understand and freely enter into this Release of Liability and Assumption of Risk Agreement (“Release”) with V.I. Pawz, Inc., a California corporation, dba Taylor Made Farms Equestrian Center (“Taylor Made Farms”).

By signing this Release, I agree to waive any and all claims against Taylor Made Farms and assume all risks associated with my activities, horse related or otherwise, on Taylor Made Farms’ property located at 560 Church Avenue, San Martin, California (the “Property”).

2. I understand that Taylor Made Farms’ insurance does not provide coverage for any loss, damage, destruction, injury or fatality to me, my property, my guests, or the horse I bring to the Property. As such, I understand that I must maintain personal injury and property damage insurance at all times. Taylor Made Farms may, at any time, request proof of my insurance before allowing me to enter the Property. I will promptly provide such proof of insurance to Taylor Made Farms.

3. I understand the inherent dangers and risks associated with horse-related activities and horse riding. I understand that horses are inherently unpredictable and may occasionally bolt, spook, buck, rear, kick, pull back, or otherwise act in a way as to cause injury or death to me or others. I understand that Taylor Made Farms’ employees, agents, or contractors may be negligent and such negligence may cause injury to me. I understand that other horse riders, horse boarders, trainers, horses, or guests may act in a way as to cause injury or death to me, either directly or from their horse. The Property may contain defects, which may cause injury or death to me. By signing this Agreement, I agree on behalf of myself, and my heirs, guardians and legal representatives not to sue Taylor Made Farms or otherwise make a claim against Taylor Made Farms in connection with any injury, death, damage or destruction to myself or to my property, occurring anywhere on the Property.

4. If I have brought a horse to the Property for horse riding or training/riding lessons, I understand the inherent dangers and risks associated with bringing a horse to the Property, and any injury or death to the horse that might result, including, but not limited to the following examples: biting, kicking or other injury from other horses; horse may develop allergies; horse may contract diseases or other contagious conditions from other horses; farm machinery, highway traffic or airport traffic and noise may frighten the horse and cause an accident; uneven footing in common areas, arena, stable, stalls, or round pens may cause horse to lose footing or otherwise injure itself; fire or theft may occur; motor vehicles may crash through fence and into the Property thereby injuring or causing death to horses; or Taylor Made Farms’ employees, agents, contractors, horse boarders, or others on the Property may be negligent. By signing this Agreement, I assume all risks associated with bringing a horse to Taylor Made Farms, and agree not to sue Taylor Made Farms or otherwise make a claim against Taylor Made Farms in connection with any injury or death to the horse occurring on the Property.

5. By signing this Agreement, I agree to defend, indemnify and hold Taylor Made Farms harmless against all claims, demands, and causes of action, including court costs and attorneys’ fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for the benefit of my guests, family members, employees, agents, contractors, or others, in connection with any occurrence happening on the Property.



6. By signing this Agreement, I, my assigns, heirs, guardians and legal representatives, agree to not make a claim against, sue, or attach the Property of Taylor Made Farms on account of injury, damages, or losses resulting from the operation of Taylor Made Farms, the negligence of Taylor Made Farms' employees, agents, or contractors, any horse-related activities and horse riding, or negligence of any other boarder.

(a) I acknowledge and agree that this release applies to all claims for injury, damages, or losses to person and property, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent), that I or my assigns, heirs, guardians and legal representatives, may have against Taylor Made Farms, and I hereby waive application of Civil Code Section 1542.

(b) I certify that I have read the following provisions of Civil Code Section 1542 and indicate that fact by signing below:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

7. If there is any legal action or proceeding to enforce any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the prevailing party shall be entitled to all its costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred in connection with such action and in any appeal there from.

V.I. Pawz, Inc., a California corporation,  
dba Taylor Made Farms

Date: \_\_\_\_\_

\_\_\_\_\_

VISITOR

Date: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If visitor is a minor, the person representing himself/herself to be his or her lawful guardian shall sign this Release of Liability and Assumption of Risk Agreement below:

Authorized Guardian/Representative

Date: \_\_\_\_\_

\_\_\_\_\_