



WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT (FOR ADULTS)

THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT ("Release") is entered into by the undersigned whose name is set forth on the signature page (the "Releasee") in favor of Goldfinch Investments, LLC, ResQue Ranch Inc., a California non-profit organization, (the "Ranch"), Charles P. Pace, Jeffrey A. Loya, and any agents, employees, officers or directors, and any heirs and assigns (collectively, the "Released Parties", and John Bearer and Michelle Bearer, personally, each a "Released Party"); including John A. Bearer and Michelle T. Bearer. In consideration of being allowed on the premises of the Ranch, or of being permitted to volunteer or participate in any activities of the Ranch, or to use the facilities of the Ranch (in any capacity, regardless of whether or not such use is on a pay basis), I acknowledge and agree as follows:

I. **HAZARDOUS ACTIVITY:** The Releasee is aware and understands that the handling, rescue, care, and riding of horses is an inherently dangerous and hazardous activity. The Releasee is voluntarily participating in such activities, and is necessarily in close proximity to such activities, with full knowledge of the dangers involved. The Releasee is aware and understands that horses are powerful, unpredictable, and potentially uncontrollable animals. All horses, even those that are well trained and appear calm and docile, may and will buck, rear, kick, bite, run and bolt uncontrollably, without warning, and without apparent cause or in response to external stimuli (such as wind, sound or movement of people, other horses, other animals, motor vehicles, bicycles, machines, doors or other inanimate objects) that may induce fear, panic, anger or reflex action in the horse.

II. **RISK OF DAMAGE, BODILY INJURY OR DEATH:** The Releasee is aware and understand that serious, permanent bodily injury, disability or death of the Releasee, or others within the vicinity of horses, may result from the handling, rescue, care, or riding of horses, or being in the proximity of horses, and that horses and other personal property belonging to the Releasee or to others, may be, as applicable, killed, injured, or irreparably damaged.

III. **CONDITIONS AT THE RANCH:** Releasee is aware and understands that in the ordinary course of business and daily operations of the Ranch, motor vehicles (with or without horse trailers) tractors or other types of transportation, continuously enter and exit the Ranch in close proximity to, and in the same areas in which horses are located, groomed or ridden. Furthermore, tractors and other types of machinery are used on a daily basis in the operation, maintenance and repair of the Ranch. People are working, walking, running, riding and handling horses, lunging and "turning out" horses, dogs bark, flags and other objects may wave, and other activities, conditions, and distractions occur at the Ranch, all on a daily basis, in close proximity to horses. Such items, activities, conditions, and objects may cause horses to react in an unpredictable and dangerous manner, without warning. In addition, I am aware and understand that the riding rings, arena, equine therapeutic pool, paddocks, and exercise walker used by the Ranch are uncovered and may be only partially enclosed, and as a result, rain or run-off may enter the rings, paddocks, arena, therapeutic pool, and exercise walker, causing the riding/exercise surface(s) to become slippery, and that the slippery nature of the riding/exercise surface(s) may not be apparent upon visual inspection. I am aware and understand that the roads, trails, pastures and other grounds upon which I might ride at the Ranch may at any time be wet, icy, slippery, rutted, eroded, rocky or contain holes.

IV. **ASSUMPTION OF RISK OF INJURY, DEATH, DISABILITY, AND PROPERTY DAMAGE:** Releasee hereby agrees to accept and assume any and all risks of injury (including permanent bodily injury and disability), illness, disease, or death, and all financial loss, injury, damages, destruction, and loss of property, or other person's property, arising from the handling, rescue, care, or riding of horses at the Ranch, or by other persons, whether caused by the negligence of any of the Released parties or otherwise. Releasee further understands that she/he shall wear proper safety equipment at all times while handling, rescuing, caring for or riding horses, including without limitation, a helmet and riding boots, and that it is my responsibility and obligation, and not the responsibility of the Released parties, to comply with this requirement. I hereby accept and assume any and all risk of injury, disability, death, damage and loss suffered to me, and to any other person, and to my horse or personal property, or any other persons' horses and personal property, whether or not such horses or property are under the my control, as may be caused by or resulting from the condition of the riding/exercise surface(s), the riding rings, arena, paddocks, grounds, therapeutic pool area, and fields at the Ranch, and while riding, caring for, training or exercising horses in such ring(s), arena, paddocks, grounds or fields, whether caused by the negligence of any of the Released parties or otherwise. Releasee fully accepts and assumes any and all risk of injury, disability, death, damage, and loss that may result to the myself, and to other persons, and to other persons' horses, or personal property, whether from unpredictable or predictable reaction(s) of any horse, and whether or not such horse(s) are under the control of myself or another person(s).

V. **RIDING LESSONS OR INSTRUCTION:** If I participate in riding lessons or any horse-related instruction at the Ranch, I understand and agree that I am responsible, and not the instructor or any other person acting on behalf of the Ranch, for maintaining control of the horse that I ride.

VI. **PERSONAL PROPERTY:** I agree that if I bring any personal property to the Ranch, or if I store or leave any of my personal property at the Ranch (including property left in any tack room), I do so at the my own risk, and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any other person other than a Released Party), or theft of any such property.

VII. **DISPUTES AND AGREEMENT NOT TO SUE:** I hereby agree that I, and also my heirs, distributees, guardians, legal representatives, and assigns,

will not make a claim against, sue, demand compensation or indemnity from, or attach any of the property or assets of, the Released parties, and each of them, for any loss of damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by myself, or any other person as a direct or indirect consequence of my participation, or the participation of any other person, in the handling, rescue, care, or riding of horses, or use of the facilities of the Ranch, or the transportation of my horse, or any other horse, for veterinary care, or the administration of any aid or veterinary care to any such horses, or failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise. In the event of a dispute, I agree that all disputes regarding any potential claim arising out of this Agreement, or any activity or event at the Ranch will be submitted exclusively to Final and Binding Arbitration. The Final and Binding Arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures and in accordance with the expedited procedures in those rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. There is no right to a jury or court trial, and the arbitrator's legal and factual determinations are generally not subject to appellate review. Any legal action or arbitral proceeding hereunder shall be commenced where the Ranch is located, and shall be in accordance with the law of the state of California. Each side shall bear its own attorney's fees and costs incurred as the result of any arbitral or civil litigation arising from any dispute. You have the right to independent counsel to discuss this Release, and encourage you to consult with same prior to signing this Release.

VIII. **RELEASE:** I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of any nature whatsoever, whether foreseen or unforeseen, that may be sustained or suffered by me, or by any other person as a direct or indirect consequence of my participation in the handling, rescue care or riding of horses, or the use of the facilities at the Ranch, or the transportation of my horse, or any other horse, for veterinary care, or the administration of any aid or veterinary care to any such horses, or failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise; provided, that nothing in this Section shall be deemed to release any Released Party from liability arising from (a) their intentional or willful injury to me, or willful or intentional destruction of personal property owned by me, or (b) violation of any law.

IX. **INDEMNIFICATION:** I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses (included, but not limited to, attorney fees) arising from or in connection with the injury, illness, or death of myself, or any person whom I may bring or invite to the Ranch, or otherwise permit to be in the vicinity of any horse, or the damage, destruction, or loss of any of my horse or other personal property belonging to me.

X. **SPONSORS AND INVITEES:** I agree that I will not permit any person to ride or handle any horse at the Ranch, unless such person has duly signed and delivered to an authorized representative of Resque Ranch, a fully executed original of this release or other applicable and required forms required by the Ranch's rules.

XI **INDEMNIFICATION:** I agree that any damages to the Released Parties which may arise from a breach of my agreement include (a) the liabilities that would have been released under this Release, and (b) the costs and expenses of defending the claims, suits and demands the such person would have agreed not to make or institute under this Release. I hereby agree to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs, and expenses.

XII **REPRESENTATIONS AND WARRANTIES:** I represent and warrant that: (a) I have read this Waiver, Release and Indemnification Agreement carefully, and I fully understand all of its terms and provisions; (b) I am 18 years of age or older and am legally competent to enter into this Waiver, Release and Indemnification Agreement; (c) no promise, inducement, or agreement has been offered or made to me in connection with my execution and delivery of this Release, and (d) I have knowingly and voluntarily executed and delivered this Release at my own risk, and of my own free will and initiative, without relying on any statement or representation of any Released party, and with such knowledge, I have voluntarily consented to my presence at the Ranch, and to participation in activities conducted in and about the Ranch outlined above. I understand and acknowledge that this Release is a release of legal liability. In the event of any litigation or legal disputes, this Release may be raised as a defense and bar to, and as a waiver and release of, legal rights that might otherwise be asserted by me, or by my heirs, distributees, guardians, legal representatives, and assigns.

XIII **SEVERABILITY:** If one or more provisions of this Release are held to be unenforceable under applicable law, each such unenforceable provision shall be excluded from this Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with its terms.

FULL LEGAL NAME OF RELEASEE (PRINT) _____

SIGNATURE OF RELEASEE: _____

DATE: _____, 2017 DATE OF BIRTH: _____ AGE: _____

ADDRESS: _____

TELEPHONE:(_____) _____ CELL:(_____) _____

EMAIL ADDRESS: _____