



## **RELEASE AND INDEMNIFICATION AGREEMENT (FOR MINORS)**

THIS CONSENT, RELEASE AND INDEMNIFICATION AGREEMENT ("Release") is entered into by the undersigned Minor, individually, and as Parent or Legal Guardian of the Minor, whose name is set forth on the signature page (the "Minor"), in favor of Goldfinch Investments, LLC, ResQue Ranch, a California non-profit organization (the "Ranch"), Charles P. Pace, Jeffrey A. Loya, and any agents and employees of the Ranch Goldfinch Investments, LLC, Pace, Loya, and each of their respective employees and agents, officers or directors, and their heirs and assigns (collectively, the "Released Parties", and each a "Released Party"); including John A. Bearer and Michelle T. Bearer. In consideration of the Minor and the Parent or Legal Guardian of the Minor being permitted to participate in the sport of horseback riding at the Ranch, and 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:

1. **HAZARDOUS ACTIVITY: THE MINOR IS AWARE AND UNDERSTANDS THAT THE HANDLING, CARE, AND RIDING OF HORSES IS AN INHERENTLY HAZARDOUS ACTIVITY, AND THE MINOR IS VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND BEING IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED.** The Minor 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.

I am aware and understand that serious, permanent bodily injury and disability or death of the Minor, or others within the vicinity of horses, may result from the handling, care, or riding of horses, or being in the proximity of horses, and that horses and other property belonging to the Minor or others may be, as applicable, killed, injured, or irreparably damaged.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY (INCLUDING PERMANENT BODILY INJURY AND DISABILITY), ILLNESS, DISEASE, OR DEATH TO THE MINOR AND TO ALL OTHER PERSONS, AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION, AND LOSS OF PROPERTY AND OTHER PERSON'S PROPERTY, ARISING FROM THE HANDLING, CARE, OR RIDING OF HORSES AT THE RANCH BY THE MINOR OR OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. I FURTHER UNDERSTAND THAT THE MINOR SHALL WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES WHILE RIDING HORSES, INCLUDING, WITHOUT LIMITATION, A HELMET AND RIDING BOOTS, AND THAT IT IS THE MINOR'S RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF THE RELEASED PARTIES, TO SEE TO IT THAT THE MINOR COMPLIES WITH THIS REQUIREMENT.

2. **CONDITIONS AT THE RANCH:** I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) and bicycles continuously enter and exit the Ranch in close proximity to the areas, and in the same areas in which horses are kept, groomed and ridden. Furthermore, tractors and other machines 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 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.

I ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE, AND LOSS THAT MAY RESULT TO THE MINOR AND TO OTHER PERSONS, AND TO THE MINOR'S OR OTHER PERSONS' HORSES, OR PERSONAL PROPERTY, FROM ANY SUCH REACTION OF THE MINOR'S HORSE, OR ANY OTHER HORSE, WHETHER OR NOT SUCH HORSES ARE UNDER THE CONTROL OF THE MINOR.

The minor is aware and understands that the riding rings, paddocks, and exercise walker used by the Ranch are uncovered and may be only partially enclosed and that rain or run-off may enter the rings, paddocks and exercise walker, causing the riding/exercise surface to become slippery, and that the slippery nature of the riding/exercise surface may not be apparent upon visual inspection. The Minor is also aware and understands that the roads, trails, pastures and other grounds on which the Minor might ride at the Ranch may at any time be wet, icy, slippery, rutted, eroded, rocky or contain holes.

I HEREBY ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS TO THE MINOR AND TO ANY OTHER PERSON, AND TO THE MINOR'S HORSE OR PROPERTY, OR OTHER PERSONS' HORSES AND PROPERTY, WHETHER OR NOT SUCH HORSES OR PROPERTY ARE UNDER THE MINOR'S CONTROL, AS IS CAUSED BY OR RESULTING FROM THE CONDITION OF THE RIDING/ EXERCISE SURFACE OF THE RIDING RINGS, GROUNDS, AND FIELDS AT THE RANCH, AND RIDING, TRAINING OR EXERCISING OF HORSES IN SUCH RINGS, GROUNDS OR FIELDS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.

3. **RIDING LESSONS:** If I permit the Minor to participate in riding lessons at the Ranch, I understand and agree that the Minor and not the instructor or any other person is responsible for maintaining control of the horse the Minor rides.

4. **PERSONAL PROPERTY:** I agree that if the Minor brings any personal property to the Ranch, and if the Minor stores or leaves any personal property at the Ranch (including property left in any tack room), the minor will do so at the Minor's 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.

5. **DISPUTES AND AGREEMENT NOT TO SUE:** I HEREBY AGREE THAT I NOR THE MINOR'S 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 the Minor or any other person as a direct or indirect consequence of the Minor's participation, or the participation of any other person, in the handling, care, or riding of horses, or use of the facilities of the Ranch, or the transportation of the Minor's or 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, the Minor, and/or Parent or Legal Guardian of same 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, the Minor, and You, the Parent or Legal Guardian, have the right to independent counsel to discuss this Release, and encourage you to consult with same prior to signing this Release.

6. RELEASE: On behalf of the Minor, and the Minor's heirs, distributees, guardians, legal representatives, and assigns 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 whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by the Minor or by any other person as a direct or indirect consequence of the Minor's participation in the handling, care or riding of horses, or the use of the facilities at the Ranch, or the transportation of the Minor's 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 the Minor, and/or Parent/Legal Guardian of same, or willful or intentional destruction of personal property of the Minor and/or Parent or Legal Guardian of same, (b) fraud, or (c) violation of any law.

7. 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 the Minor or any person whom the Minor 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 the Minor's horse or personal property of Minor, and/or Parent/Legal Guardian of same.

8. SPONSORS AND INVITEES: I AGREE THAT NEITHER THE MINOR NOR THE PARENT OR LEGAL GUARDIAN OF SAME WILL 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 EXECUTE ORIGINAL OF THIS RELEASE OR OTHER APPLICABLE AND REQUIRED FORMS REQUIRED BY THE RANCH'S RULES.

I agree that the damages to the Released Parties that may arise from a breach of my agreement under this Paragraph 8 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; and I agree to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs, and expenses.

9. REPRESENTATIONS AND WARRANTIES: I represent and warrant that: (a) I HAVE READ THIS RELEASE 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 Release; (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 INITIATIVE AND MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OR ANY RELEASED PARTY, AND WITH SUCH KNOWLEDGE HAVE VOLUNTARILY CONSENTED TO THE MINOR BEING PRESENT AT THE RANCH AND TO PARTICIPATE IN BEING NEAR TO HORSES AND TO RIDING HORSES AT THE RANCH; and (e) I have thoroughly explained and discussed this Release with the Minor and the Minor understands and appreciates the significance of each and every section of this Release, provided that to the extent the Minor is too young to understand and appreciate any portion of this Release, I acknowledge and agree that I will make such arrangements as are necessary to adequately supervise the Minor (and understand that such supervision is not the responsibility of the Released Parties) and I will not permit the minor to act in any manner inconsistent with the Minor's responsibilities under this Agreement. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL LIABILITY. IN THE EVENT OF ANY LITIGATION, 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 THE MINOR, THE PARENT OR LEGAL GUARDIANS OF THE MINOR, OR BY THE MINOR'S HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS.

10. 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.

NAME OF MINOR \_\_\_\_\_ DATE: \_\_\_\_\_, 2017

DATE OF BIRTH: \_\_\_\_\_ AGE: \_\_\_\_\_

PARENTS/LEGAL GUARDIANS SIGNATURE: \_\_\_\_\_

RELATIONSHIP TO MINOR (Parent, Legal Guardian, Step-Parent) \_\_\_\_\_

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

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ CELL: (\_\_\_\_\_) \_\_\_\_\_