

**BROOKE'S ENTERPRISES, LLC.
EL RODEO EQUESTRIAN CENTER
DOG POLICY**

THIS AGREEMENT, DATED THE _____ DAY OF _____, 20____,
MADE BETWEEN "BROOKE'S ENTERPRISES, LLC" HEREINAFTER REFERRED TO
AS "STABLE" AND _____,
CELL PHONE _____, HOME PHONE _____,
SOCIAL SECURITY # _____,
HEREINAFTER REFERRED TO AS "DOG OWNER".

1. DOG MUST BE UNDER CONTROL OF DOG OWNER AT ALL TIMES

STABLE IS PRIVATE PROPERTY. DOG OWNER, AS AN AUTHORIZED GUEST OF STABLE, MAY BRING HIS OR HER DOG ON STABLE PROPERTY CONSISTENT WITH THE TERMS OF THIS AGREEMENT.

SPECIFICALLY, DOG OWNER MAY BRING HIS OR HER DOG ON STABLE PREMISES PROVIDED THAT THE DOG IS UNDER THE SUPERVISION AND CONTROL OF DOG OWNER AT ALL TIMES. DOG OWNER SHALL ENSURE THAT DOG IS NOT A DANGER TO ANY PERSON, DOG OR HORSE. BY ENTERING INTO THIS AGREEMENT, DOG OWNER COVENANTS TO MAINTAIN SUPERVISION AND CONTROL OF DOG AT ALL TIMES AND TO ENSURE THAT DOG IS NOT A DANGER TO ANY PERSON, DOG OR HORSE.

IF STABLE DETERMINES OR IS INFORMED THAT DOG OWNER'S DOG IS NOT UNDER DOG OWNER'S SUPERVISION OR CONTROL AT ANY TIME, STABLE MAY REQUIRE DOG TO BE ON A LEASH EITHER TIED UP AT A SAFE LOCATION OR THE LEASH MUST BE HELD BY SOMEONE 18 YEARS OR OLDER.

STABLE ALSO RESERVES THE RIGHT TO FORBID ANY DOG FROM ENTRY ONTO STABLE PREMISES.

2. NO KNOWN AGGRESSION

DOG OWNER CONFIRMS THAT DOG OWNER'S DOG HAS NO KNOWN SYMPTOMS OF AGGRESSION OR OTHER BEHAVIORAL ISSUES THAT WOULD CAUSE DOG OWNER TO THINK DOG IS A DANGER TO OTHER DOGS, PERSONS, OR HORSES. IF DOG OWNER KNOWS OR REASONABLY SHOULD KNOW THAT HIS OR HER DOG IS AGGRESSIVE TO PERSONS, DOGS OR HORSES, OR FOR ANY REASON SHOULD NOT BE ON STABLE PREMISES, DOG OWNER SHALL NOT BRING DOG ON STABLE PREMISES.

INITIAL _____

3. NOTICE OF TERMINATION

STABLE MAY TERMINATE THIS AGREEMENT AT ANY TIME. IF STABLE LEARNS OF ANY AGGRESSIVE OR OTHERWISE INAPPROPRIATE BEHAVIOR BY DOG OWNER'S DOG OR DOG OWNER'S FAILURE TO FOLLOW THE RULES CONTAINED HEREIN, DOG OWNER'S DOG WILL BE IMMEDIATELY EXPELLED FROM STABLE PREMISES AND WILL NOT EVER BE ALLOWED ON STABLE PREMISES AGAIN. FURTHERMORE, AT STABLE'S SOLE DISCRETION, STABLE MAY IMMEDIATELY EXPEL DOG OWNER AND DOG OWNER'S BOARDED HORSE FROM STABLE PREMISES.

4. RISK OF LOSS

STABLE SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY ANY PERSON, DOG, OR HORSE, OR ANY OTHER CAUSE OF ACTION WHATSOEVER, ARISING OUT OF OR BEING CONNECTED IN ANY WAY WITH THE DOG OWNER'S DOG'S PRESENCE ON STABLE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY PERSONAL INJURY TO ANY PERSON, DOG OR HORSE RESULTING FROM DOG OWNER'S DOG WHILE ON STABLE'S PREMISES.

DOG OWNER FULLY UNDERSTANDS THAT ALL RISKS AND INJURY CONNECTED WITH OR RESULTING FROM DOG OWNER'S DOG BEING ON THE PREMISES OF STABLE ARE TO BE BORNE BY DOG OWNER.

5. HOLD HARMLESS

DOG OWNER AGREES TO HOLD STABLE HARMLESS FROM ANY CLAIM RESULTING FROM DAMAGE OR INJURY CAUSED OR ALLEGEDLY CAUSED BY DOG OWNER'S DOG OR RESULTING FROM DOG OWNER'S DOG'S ACTIVITIES ON STABLE PREMISES AND AGREES TO INDEMNIFY STABLE AND PAY ANY LEGAL FEES, AND/OR EXPENSES INCURRED BY STABLE IN DEFENSE OF SUCH CLAIMS.

FURTHERMORE, DOG OWNER SHALL PAY FOR ANY DAMAGE TO STABLE FACILITIES CAUSED BY DOG OWNER'S DOG.

ANY DISPUTES BETWEEN DOG OWNER AND ANY OTHER PERSON ON STABLE PREMISE REGARDING DOG OWNER'S DOG IS BETWEEN THOSE PARTIES AND DOES NOT INVOLVE STABLE.

6. RELEASE

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I AM APPRISED OR AM FULLY AWARE OF ALL RISKS OF PERSONAL INJURY

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AND/OR DEATH AS WELL AS PROPERTY DAMAGE AND/OR LOSS WHICH MAY OCCUR IN CONNECTION WITH BRINGING MY DOG ON STABLE PREMISES. WITH FULL KNOWLEDGE OF THESE RISKS AND AS MATERIAL CONSIDERATION FOR THE RIGHT TO BRING MY DOG ON STABLE PREMISES, I HAVE AGREED TO USE SAID FACILITIES UPON MY OWN VOLITION AND WITHOUT COERCION BY ANY PARTY. I VOLUNTARILY AND EXPRESSLY ASSUME ALL RISKS OF PERSONAL INJURY AND/OR DEATH AS WELL AS PROPERTY DAMAGE AND/OR LOSS WHICH MAY OCCUR IN CONNECTION WITH BRINGING MY DOG ON SAID PREMISES. THUS, I SPECIFICALLY AGREE WITH STABLE, ITS OWNERS AND AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, PRINCIPALS, OFFICERS, EMPLOYEES AND AGENTS (AND INCLUDING THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING) (“RELEASED PARTIES” HEREIN) THAT I WILL NOT HOLD ANY OF THEM RESPONSIBLE IN ANY WAY, AND THAT THEY ARE ALL FULLY AND COMPLETELY RELEASED FROM ANY LIABILITY TO ME AND MY SUCCESSORS AND/OR HEIRS, IF ANY SUCH INJURY, DEATH, PROPERTY DAMAGE OR LOSS SHOULD OCCUR IN CONNECTION WITH THE BRINING OF MY DOG ON STABLE PREMISES. PROPERTY DAMAGE INCLUDES INJURY OR DEATH TO ANY PERSON, DOG OR HORSE.

7. COVENANT NOT TO SUE

THE UNDERSIGNED NOW AND FOREVER COVENANTS AND AGREES NOT TO SUE ANY RELEASED PARTY AND TO REFRAIN FOREVER FROM INSTITUTING, OR IN ANY WAY PROCEEDING UPON ANY CLAIM, CAUSE OF ACTION, JUDGMENT, SUIT OR PROCEEDING OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH THE UNDERSIGNED AND HIS OR HER SUCCESSORS OR HEIRS HAVE RELEASED PURSUANT TO THIS AGREEMENT.

8. WAIVER OF RIGHTS UNDER CALIFORNIA CIVIL CODE 1542

THE UNDERSIGNED ACKNOWLEDGES THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

“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.”

THE UNDERSIGNED AGREES AND ACKNOWLEDGES (WITHOUT LIMITING THE EFFECT OF ANY PART OF THIS AGREEMENT) THAT THIS RELEASE SPECIFICALLY WAIVES HIS OR HER RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 AND THAT THIS RELEASE

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SHALL EXTEND AND APPLY TO ANY AND ALL UNKNOWN, UNSUSPECTED AND UNANTICIPATED CLAIMS, AND SPECIFICALLY WAIVES ALL OF HIS OR HER RIGHTS UNDER ANY SIMILAR LAW OF THE UNITED STATES OR ANY OTHER STATE, TERRITORY OR JURISDICTION.

9. ASSIGNMENT

THIS AGREEMENT CANNOT BE ASSIGNED BY DOG OWNER WITHOUT THE EXPRESS WRITTEN CONSENT OF STABLE.

10. CALIFORNIA LAW

THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF CALIFORNIA.

11. SEVERABILITY

IF ANY PROVISION IN THIS AGREEMENT IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID, OR UNENFORCEABLE, THE REMAINING PROVISIONS WILL CONTINUE IN FULL FORCE AND EFFECT WITHOUT BEING IMPAIRED OR INVALIDATED IN ANY WAY.

12. ENTIRE AGREEMENT

THIS AGREEMENT SUPERSEDES ANY AND ALL AGREEMENTS, EITHER ORAL OR WRITTEN, BETWEEN THE PARTIES. NO REPRESENTATIONS, PROMISES OR AGREEMENTS, ORALLY OR OTHERWISE, HAVE BEEN MADE BY ANY PARTY, OR ANYONE ACTING ON BEHALF OF ANY PARTY, WHICH ARE NOT SET FORTH HEREIN. ANY MODIFICATION OF THIS AGREEMENT WILL BE EFFECTIVE ONLY IF IT IS IN WRITING AND SIGNED BY BOTH PARTIES.

EXECUTED AT _____, CALIFORNIA, THIS _____ DAY OF _____, 20____.

BROOKE'S ENTERPRISES, LLC

BY: _____
PRINT: _____

DOG OWNER

BY: _____
PRINT: _____

ADDRESS: _____

INITIAL _____