

**BROOKE'S ENTERPRISES, LLC  
EL RODEO EQUESTRIAN CENTER**

**RIDING RELEASE**

**HORSE:** \_\_\_\_\_

**HORSE OWNER:** \_\_\_\_\_

**HORSE'S STALL:** \_\_\_\_\_

**NAME OF RIDER:** \_\_\_\_\_

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

**PHONE/ EMAIL:** \_\_\_\_\_

**1. HOLD HARMLESS**

"Rider" agrees to hold Brooke's Enterprises LLC. hereinafter referred to as "Stable" harmless from any claim resulting from damage or injury caused by "Rider" or any personal injury claims from either "Rider" or "Rider's" guests and agrees to pay any legal fees, and/or expenses incurred by "Stable" in the defense of such claims. In any claims against "Stable" the "Lessee" Has an obligation to assume the defense of the "Stable" a the "Lessee's" expense, with counsel subject to approval of the "Stable".

**2. TRAINING AND/OR SALES**

"Stable" provides no training or sales services. "Stable" does allow a trainer to train and/or buy and sell horses on " Stable" property as an independent contractor. Said trainer may enter into his/her own contracts and agreements with persons for these services. "Stable" is not responsible for such services, nor does "Stable" assume any responsibility for the competence, quality, trustworthiness, honest, ability or any other characteristics of any trainer who may, from time to time, render services anyone on the premises of "Stable". The liability for the acts, conduct or activity of trainers is the sole responsibility of the "Rider/Customer".

Any agreements or disputes between "Riders/Customers and trainers is between those parties and does not involve "Stable".

**3. RELEASE**

I, the undersigned, hereby acknowledge that I am apprised or am fully aware of all risks of personal injury and/or death as well as property damage and/or loss which may occur in connection with the use of the facilities of "Stable", including but not limited to the right to ride any horses. With full knowledge of these risks and material consideration for

the right to use the facilities of "Stable" I have agreed to use said facilities upon my own volition and without coercion by any party.

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I voluntarily and expressly assume all risk of personal injury and or death as well as property damage and or loss which may occur in connection with the use of said facilities. Thus I specifically agree with "Stable", it's owners and affiliates and their respective shareholders, principles, officers, employees and agents (including the successors and assign of each of 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 use of said facilities. Property damage includes injury or death of horses.

**4. STABLE OPERATIONS**

I have received and read Attachment "A" ( Stable Operation) and agree to conform to all rules.

**5. PERSONAL MEDICAL INSURANCE**

I currently have personal medical insurance and have been advised that maintaining such insurance is a requirement of riding a horse at "Stable".

Carrier: \_\_\_\_\_ Group#: \_\_\_\_\_ I.D.#: \_\_\_\_\_

**6. COVENANT NOT TO SUE**

The undersigned now and forever covenants and agrees not to sue any release 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/her successors or heirs have released pursuant to paragraph "1" hereof.

**7. 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 favor at the time of executing the release, which if know by him must have materially affected his or her settlement with the debtor."

The undersigned agrees and acknowledges that this release shall extend and apply to any and all unknown, unsuspected and unanticipated claims, and specifically waives all of his/her rights under section 1542 of the Civil Code of the state of California and all of his/her rights under any similar law of the 8. INDEMNIFICATION

The undersigned further agrees to indemnify and hold such released party harmless from any and all claims, losses, damages, liabilities and costs arising or resulting from

the use of the facilities. In particular all the provisions of paragraph one of the agreement shall be in effect.

**9. CALIFORNIA LAW**

This agreement is subject to the laws of the state of California. In the event of a dispute arising under the terms of this agreement, the prevailing party shall be entitled to recovery of all costs, including attorneys' fees.

**10. 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 signed in writing by both parties.

Brooke's Enterprises LLC. located in Brea California, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Brooke's Enterprises LLC.

By: \_\_\_\_\_

4449 Carbon Canyon Road  
Brea California, CA 92823

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

I have read all three pages and understand the entire agreement.

Dated: \_\_\_\_\_

Rider or Guardian: \_\_\_\_\_