



PROPRIETARY DOCUMENT of HANSEN DAM EQUESTRIAN CENTER, LLC

RELEASE/WAIVER OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

**READ CAREFULLY AS THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS AND
WARNS YOU OF THE MANY DANGERS WHILE RIDING/HANDLING HORSES
v. 01-2026**

The undersigned on behalf of themselves, spouses, their representatives, assigns, invitees, employees, independent contractors, executors and heirs (collectively "Releasor") including, if applicable, their minor child/children hereby agree as follows:

Release of Liability and Hold Harmless

1. Releasor, in consideration for boarding and/or trying and/or riding and/or training and/or handling and/or taking care of and/or observing a horse and/or being on the Premises (as defined below) for any reason **hereby fully and forever releases, waives and discharges** Hansen Dam Equestrian Center LLC, Marnye Langer, Langer Equestrian Group, Inc. and its/their employees, managers, agents, grooms, representatives and assigns (collectively "Hansen Dam"), the owner/lessor/lessee/agent of the horse (collectively "Owner") and all other persons, firms, associations and each of them who are or might be liable in any way (collectively Hansen Dam and Owner will be referred to collectively as "Releasees") from any and all claims, demands, actions, or causes of action of any kind, which Releasor may or might have against Releasees or any of them, arising from or by reason of any and all known and unknown, foreseen or unforeseen bodily and personal injuries, damage to property, injury to horse and any consequences thereof, which Releasor may sustain due to the ordinary negligence of the Releasees; and Releasor further agrees that except for the gross negligence or willful misconduct of the Releasees, Releasor **shall not bring any claim**, demand, legal action against and/or sue the Releasees for any economic and non-economic losses due to bodily injury, death, property damage and/or injury to any horse in relation to the Premises commonly known as Hansen Dam Horse Park located at 11127 Orcas Avenue, Lake View Terrace, CA 91342 ("Premises") and the operations and conduct of Releasees.

Hold Harmless

2. Releasor hereby agrees to immediately defend, indemnify and hold harmless Releasees from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, including attorneys' fees, costs and expenses of any kind, which may be made against them, or any of them, including but not limited to any claims which arise out of the active or passive negligence of the Releasees; Releasor agrees to immediately defend Releasees regardless if Releasees are negligent or not including any claim or action brought by Releasor's representatives, assigns, invitees, employees, independent contractors, executors, heirs and authorized HDHP trainer.

Assumption of Risk

3. **RELEASOR HEREBY ACKNOWLEDGES AND ASSUMES THE RISK THAT HORSES** (Horses as referred to herein includes but is not limited to ponies, mules, donkeys and

miniature horses) AND RIDING, INCLUDING JUMPING, ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. Releasor also expressly acknowledges that injuries received may be compounded or increased by negligent maintenance of the Premises, negligent care of horses, faulty or improperly secured equipment, improper instruction and supervision, Acts of God, and negligent rescue operations or procedures of the Releasees, negligent handling of horses and independent operations by trainers, riders and/or others who use the Premises or others who are not affiliated with Releasees including invitees to the Premises for any purpose including horse shows and related events. RELEASOR ALSO EXPRESSLY ACKNOWLEDGES THAT HORSEBACK RIDING, PARTICULARLY JUMPING, IS A DANGEROUS ACTIVITY AND INVOLVES INHERENT RISKS that may cause serious injury and, in some cases, DEATH BECAUSE OF THE UNPREDICTABLE NATURE AND IRRATIONAL BEHAVIOR OF HORSES, REGARDLESS OF THEIR TRAINING AND PAST PERFORMANCE. Releasor acknowledges that a horse, without warning or any apparent cause, can buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot, or push a person, saddles or bridles may loosen or break and horses may become loose and run over and or into people or things and/or spook other horses - all of which may cause the rider or observer to fall or be jolted or suffer mishap, resulting in injury and/or serious injury or death. Releasor acknowledges that Releasees cannot guarantee that a horse ridden will be suitable at ALL times as Releasor acknowledges any horse no matter what age and no matter what training it has received can still be unpredictable and can cause injury. Riders in the past may have fallen, been thrown or injured by a horse now boarded/stabled at the Premises. Releasor acknowledges that there are operations being conducted at the Premises, including maintenance of the same, which includes the use of tractors, trucks, golf carts, vehicles and/or other equipment, all of which may spook a horse or may cause injury to Rider and/or to his/her property. Additionally, horses may be spooked by vehicles on the Premises such as delivery trucks, trash trucks, horse trailers and similar types of vehicle/equipment. There are open trails and lands thus other animals such as snakes, coyotes and deer, among others, may be on the Premises at any given time all of which may spook a horse. Releasor further acknowledges that the Premises are adjacent to several roads/highways and high-speed motorists, bicyclists and/or joggers and/or adjacent property owners may create loud noises or other distractions which may spook a horse. Releasor acknowledges that events, including horse shows and/or rodeos, will be conducted at the Premises which involves people, other horses, vehicles and equipment all of whom/which may cause a horse to spook and/or Releasor to be injured. The above identification of some of the inherent risks of the sport is not inclusive of all potential risks of the sport and/or activities undertaken at the Premises.

Releasor acknowledges that construction at the Premises will be ongoing and Releasor understands that construction activity, including but not limited to workers, loud noises and use of equipment, can all cause a horse to unexpectedly spook. Releasor also acknowledges that construction can create dangerous conditions and hidden hazards on the Premises. Releasor agrees they assume the risks associated with ongoing construction and the potential for nails and other construction equipment and/or dangerous conditions will be present and at times may be hidden from sight.

4. Releasor agrees that this Release and Waiver of Liability and Assumption of Risk extends to all acts of negligence of Releasees (except gross negligence) and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Emergency Medical Care Authorized for Minors

5. In the event of injury to a minor child for whom Releasor is or may be responsible, in the absence of Releasor's presence or contrary authorization, Releasor authorizes Hansen Dam to act on their behalf to obtain emergency medical care that may be necessary to protect the life or limb of the injured minor.

Riding Helmet and Protective Wear Warning

6. Releasor acknowledges that all horse handlers and riders should wear protective headgear which meets or exceeds the quality standards of the SEI certified ASTM standard while riding and/or being near horses and understands that the wearing of such helmet may reduce the severity of any injury incurred, and if Releasor chooses not to wear such helmet, Releasor assumes all such risk of injury resulting therefrom. Releasor further agrees that all minors must wear protective headgear while riding and Releasor agrees they solely bear responsibility to ensure the helmet is SEI certified ASTM standard and that it is not damaged or defective and that the minor is wearing a helmet which properly fits the minor.

If Releasor elects to wear any other protective wear such as inflatable vests and/or safety vests, Releasor assumes all risks of such equipment and agrees Releasor is solely responsible to ensure such protective wear is properly fitted and attached to the saddle and operational.

Risk of Loss

7. During the time Releasor's horse(s) is at the Premises, Hansen Dam shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or any other cause of action, whatsoever, arising out of or being connected in any way with training/showing/riding/exercising/handling of said horse(s). This includes, but is not limited to, any injury or disability the horse may receive while at the Premises.

Personal Property

8. Releasor acknowledges that while on the Premises direct loss or damage, theft, or injury to Releasor's horses, tack, or equipment is not covered by Hansen Dam's insurance. Hansen Dam shall not be responsible for such loss, damaged, stolen or injured property. Releasor understands that they are responsible for carrying their own personal property and/or equine mortality/loss of use insurance.

This Agreement shall be governed by the laws of the State of California and will be enforced and interpreted pursuant to such laws. Releasor agrees that this Release of Liability and Assumption of Risk extend to all acts of ordinary negligence of Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of California. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. Releasor agrees that if there is any conflict between the terms of this Agreement and either the Boarding Agreement and/or the Independent Horse Trainer Sub-License Agreement, the provisions of this Agreement will control. Releasor agrees that this contains all appropriate warnings and no oral representations or statements made by Releasees will modify or invalidate any portion of this agreement and Releasor as such does not rely on any oral representations or statements made that are contrary or modify the above warnings and waiver.

RELEASOR HAS READ THIS AGREEMENT AND UNDERSTANDS THE WARNINGS, ASSUMPTION OF RISK AND RELEASE OF LIABILITY CONTAINED HEREIN AND AGREES TO THE SAME AS SET FORTH ABOVE ON BEHALF OF MYSELF, MY SPOUSE, MY HEIRS, ASSIGNS, EXECUTORS, INVITEES, EMPLOYEES AND REPRESENTATIVES AND IF APPLICABLE MINOR CHILD/CHILDREN.

RELEASOR NAME

RELEASOR SIGNATURE

DATE

NAMES OF MINOR CHILD/CHILDREN
