

# EQUINE TRAINING & PARTICIPATION, LIABILITY RELEASE AND INDEMNITY AGREEMENT

**WILLOW TREE STABLES, INC.**  
3777 Vineyard Road, Novato, California 9494

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**THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS.  
BY SIGNING IT YOU ARE WAIVING LEGAL RIGHTS AND ASSUMING LEGAL  
LIABILITIES. YOU ARE ADVISED TO READ THIS CONTRACT CAREFULLY BEFORE  
SIGNING, AND WILL BE PRESUMED TO HAVE DONE SO FOR PURPOSES OF ANY  
DISPUTE ARISING OUT OF THIS CONTRACT OR THE MATTERS SET FORTH HEREIN.**

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The signatory(s) hereto hereby enter into this Equine Training & Participation, Liability Release and Indemnity Agreement (hereinafter "Contract") with as more fully set forth below. This Contract is deemed effective upon signing and shall be in effect each and every time thereafter that the persons subject to this Contract engage in conduct that is anticipated by this Contract.

1. **DEFINITIONS** (as used in this Contract):

A. The term **BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES** includes each of the following businesses, all of which independently provide services at Willow Tree Stables:

- (1). Willow Tree Stables, Inc., its shareholders, directors and officers;
- (2). Monte Kruger, Curt Kruger, Emily Kruger and Eric Kruger, in any capacity;
- (3). any farrier, veterinarian, clinician or other trainer providing services on the PREMISES as an employee of or with the express approval of STABLE;
- (4). any organization providing services at or conducting activities on the PREMISES with the express approval of the STABLE; and
- (5). all persons working for, voluntarily or otherwise providing services under this Contract on behalf of any of the persons or entities identified in subparagraphs 1.A.(1)-(4) of this Contract, their agents, employees, and assigns.

B. The term **TRAINER** includes Willow Tree Stables, Inc., Monte Kruger and all persons working for, voluntarily or otherwise providing services under this Contract on behalf of Willow Tree Stables, Inc., its agents, employees, and assigns.

C. The term **HORSE** refers to any member of the equine species, including each and every HORSE specifically identified in this Contract. Any HORSE provided by CLIENT that CLIENT uses during TRAINING or that a TRAINER handles or mounts is a HORSE in TRAINING for purposes of this Contract.

D. The terms **EQUINE ACTIVITY** and **HORSEBACK RIDING** shall refer to the handling, TRAINING and care of HORSES, whether mounted or not, to the riding and exercising of HORSES, equestrian clinics and competitions, trail rides, pony rides and to being in the presence of HORSES for any purpose whatsoever. Any person on the PREMISES for any reason is engaged in an EQUINE ACTIVITY.

E. The term **OWNER** shall refer to the full legal owner, part-legal owner, and/or lessee/sponsor of the HORSE(S) that are identified in this Contract, and to any and all persons who have represented themselves to be the full or part owner, or lessee of such a HORSE.

F. The term **PARTICIPANT** includes any and all persons actively engaged in an EQUINE ACTIVITY or who are otherwise present on the PREMISES (as defined at ¶ 1.J.) for any purpose.

G. The term **STUDENT** includes any and all persons receiving instruction in EQUINE ACTIVITIES from TRAINER, including but not limited to those people identified on the signature page of this Contract, taking pony rides or participating in clinics or competitions.

H. The term CLIENT includes any and all such persons as are defined as an OWNER, PARTICIPANT and/or STUDENT.

I. The terms TRAIN and TRAINING refer to the schooling, conditioning and education of HORSES, and to the instruction and education of STUDENTS in the skills of EQUINE ACTIVITIES. The terms TRAIN and TRAINING also refer to showing or TRAINING HORSES and STUDENTS participating in competitions, and the provision of clinics, trail and pony rides.

J. The term PREMISES shall include the property known as Willow Tree Stables which is located at 3777 Vineyard Road, Novato, California, all easements thereon, and all natural conditions and improvements thereon, including but not limited to arenas, barns, stalls, pastures, paddocks, fences, tacking areas, feed and tack rooms/areas, permanent/temporary jumps and obstacles, walkways, paths, trails, seating and picnic areas, play equipment, parking areas, offices and unimproved land. The term PREMISES includes the private homes and private storage which are on the property, and all natural conditions and improvements thereon, however no term of this contract gives any person the right to enter or use those private premises.

The term PREMISES shall also include the property, natural conditions and improvements at any other location at which TRAINER provides services to CLIENT under this Contract, including locations at which TRAINER provides pony rides, accompanies CLIENT on trail rides, provides CLIENT with instruction, or supervises CLIENT in or for purposes of competition.

K. The plural of each term defined herein shall have the same meaning as the singular. To the extent that each term defined herein is used in this Contract, the singular shall be read as the plural and the plural shall be read as the singular, as appropriate given the circumstances.

## 2. CONSIDERATION FOR THIS CONTRACT:

A. PARTICIPATION: Each signatory hereto hereby agrees that in consideration of CLIENTS:

- (1) being permitted upon the PREMISES;
- (2) their HORSES being permitted on the PREMISES;
- (3) being permitted to participate in EQUINE ACTIVITIES independently or through the services of TRAINER;
- (4) TRAINING provided by TRAINER;
- (5) being permitted to observe and handle HORSES (within the Stable Rules); and
- (6) to otherwise use the PREMISES;

each signatory, on behalf of himself/herself and each person on whose behalf he/she has executed this Contract, consents to the terms of this Contract and assumes all risks and liabilities set forth herein.

B. ENTRY ON THE PREMISES: CLIENT hereby agrees and represents that in consideration of being permitted upon the PREMISES for any purpose, including but not limited to picking up or dropping off other persons or HORSES, observation, the use of facilities or equipment, or participation in EQUINE ACTIVITIES, including but not limited to participation in pony rides, trail rides, clinics, TRAINING or competition, he/she has, or immediately upon entry will, inspect such PREMISES. CLIENT acknowledges and stipulates that for purposes of any claim or cause of action arising out of the matters that are the subject of this Contract, he/she will be deemed to have inspected and found the PREMISES acceptable and safe for his/her intended use, the intended use of any person on whose behalf CLIENT has executed this Contract, and any HORSE CLIENT may bring or cause to be brought onto the PREMISES.

C. TRAINING SERVICES: CLIENT hereby retains Willow Tree Stables, Inc. to provide, through the services of any TRAINER identified herein, TRAINING to the persons identified herein at Section 11 of this Contract and HORSES identified in Addendum A to this Contract. CLIENT desires to have flexibility in the nature and quantity of TRAINING provided under this Contract. Accordingly, the signatories hereto shall compensate Willow

Tree Stables, Inc. for said TRAINING on a periodic basis according to a fee schedule that will be published by Willow Tree Stables and revised from time to time. Willow Tree Stables and TRAINER reserve the right to provide TRAINING under this Contract before said compensation has been received, and to waive compensation for any TRAINING services that may be provided under this Contract, but it is stipulated that any such deviation from the normal payment schedule will not alter the terms of this Contract going forward. At no time shall TRAINERS be obligated to provide any services under this Contract prior to receiving compensation for the same. Signatories are jointly and severally liable for the TRAINING fees incurred pursuant to this Contract.

**ASSUMPTION OF THE RISK:** It is stipulated that CLIENT enters the PREMISES and participates in EQUINE ACTIVITIES, TRAINING and use of the PREMISES at CLIENT'S own risk. In further consideration of being permitted to enter the PREMISES, to participate in EQUINE ACTIVITIES, the TRAINING services and benefits to be provided under this Contract, each signatory hereto **assumes and accepts all of the risks, terms and conditions described in this Contract, including those described at ¶ 3 of this Contract** on behalf of him/herself, his/her heirs (including all minor children), administrators, estate, assigns and representatives. To the extent that a signatory hereto is executing this Contract in his/her capacity as the agent of another person or in the capacity as the parent or legal guardian of a person identified in Section 11 of this Contract, CLIENT assumes the aforesaid risks, terms and conditions on behalf of each said person, and said person's parents, guardians, heirs (including minor children), administrators, estate, assigns and representatives.

D. **RELEASE OF LIABILITY and COVENANT NOT TO SUE:** In further consideration of being permitted to enter and use the PREMISES, to participate in EQUINE ACTIVITIES and the TRAINING, services and other benefits to be provided under this Contract, each signatory hereto on behalf of him/herself, his/her heirs (including all minor children), administrators, estate, assigns and representatives, and to the extent that a signatory hereto is executing this Contract in his/her capacity as the parent or legal guardian of a person identified in Section 11 of this Contract, on behalf of each said person, and said person's parents, heirs (including minor children), administrators, estate, assigns and representatives (The Releasing Parties) **fully releases, acquits and discharges STABLE, all other BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES and any and all other persons, firms, entities or corporations who are or can ever in any way be liable to the undersigned** (The Parties Herein Released), **of and from all claims, demands, damages, actions and causes of action of every kind and nature** (including but not limited to rights of indemnity and contribution) known or unknown, existing, claimed to exist, or which can ever hereafter arise out of or result from or in connection with: the use of the PREMISES; hidden, latent or obvious defects in the PREMISES; hidden, latent or obvious defects in any equipment that may be provided for CLIENT use; the services to be provided by TRAINERS pursuant to this Contract; EQUINE ACTIVITIES; use of the play equipment, or any of the other the risks, terms and conditions described in this Contract (including those itemized in ¶3 of this Contract), including but not limited to any and all liability for any injuries and damages to persons, HORSES and/or property that may arise, from the strict liability, passive negligence or active negligence of BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES and the other Parties Herein Released. This agreement includes a stipulation that none of The Releasing Parties shall sue a Party Herein Released for any matter that is covered by this release.

Each party to this Contract has been fully advised and understands that the injuries and damages that may be sustained and are waived by this Contract are of such a character that the full extent and type of such injuries and damages, if any, are unknown at the date hereof, and may be of an unanticipated character or extent. Nevertheless, The Releasing Parties, forever and fully release and discharge the Parties Herein Released and discharged, and understand that by the execution of this instrument no further claims may ever be asserted by The Releasing Parties, or on their behalves. The undersigned agree as a further consideration that **provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived**, and the signatories hereto understand that said Section 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.*

E. **INDEMNITY AGREEMENT:** In consideration of CLIENTS and their HORSES being permitted to enter and use the PREMISES, to participate in TRAINING and other EQUINE ACTIVITIES (whether on or off of the PREMISES), and the other services and benefits to be provided under this Contract, each adult signatory to this Contract hereby agrees to **indemnify, provide a legal defense to, and hold STABLE and all other BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES harmless** from any damages, losses, injuries, demands, claims, settlements or judgments caused by or arising from the: negligent, reckless, and/or intentional acts or omissions of said signatory or a person on whose behalf said signatory has executed this Contract as a parent or legal guardian; a HORSE that is in TRAINING pursuant to this Contract; a HORSE that a person bound by this Contract has brought or caused to be brought onto the PREMISES; and/or a person who has been brought onto the PREMISES or into the proximity of HORSES or other CLIENTS in TRAINERS' or STABLE'S care (whether on the PREMISES or participating in an event or activity off of the PREMISES) by said signatory or a person on whose behalf said signatory has executed this Contract as a parent or legal guardian.

### 3. RISKS ASSUMED:

The risks assumed by execution of this Contract include, but are not limited to, the risks associated with: (1) EQUINE ACTIVITIES; (2) the failure of any equipment and tack STABLE, TRAINERS or any other BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES may provide for the purpose of HORSEBACK RIDING (including failures resulting from hidden, latent and patent/obvious defects in the equipment and tack); (3) the acts or omissions of HORSES, animals and/or persons, regardless of whether they are in the control of or under the instruction of STABLE, TRAINERS or any other BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES; (4) acts of nature; (5) and the conditions of the PREMISES and improvements thereon. The risks acknowledged and assumed by execution of this Contract specifically include, but are not limited to:

A. **HORSES ARE INHERENTLY DANGEROUS:** **HORSEBACK RIDING is a vigorous, rugged, adventurous, recreational sporting activity that at all times, and despite all safety precautions, involves many obvious and non-obvious inherent risks. No HORSE is completely safe; no amount of TRAINING can make a HORSE completely safe; and no amount of care, caution, instruction or expertise can ensure that a CLIENT or HORSE will not be injured while engaging in EQUINE ACTIVITIES. A HORSE is a very large, fast and athletic animal that must at all times be presumed to be unpredictable and potentially dangerous, and a PARTICIPANT must at all times be presumed to be at risk of harm from a HORSE. Even an unprovoked HORSE can stumble, trip or fall, injuring itself, its rider/handler, bystanders, or another PARTICIPANT, and/or another HORSE. HORSES can and do cause damage to property, injury to animals and people, and injury to themselves. This occurs when HORSES are handled with reasonable care by both inexperienced and expert horsemen.**

B. **A FRIGHTENED HORSE:** If a HORSE is startled, frightened, injured or provoked, it may divert from its TRAINING and act according to its natural survival instincts that include, but are not limited to: stopping short; tripping, falling, stumbling, changing direction and/or speed at will; shifting/throwing its weight from side to side; bucking; rearing; biting; kicking or running from the perceived danger, or pulling back from the person holding the lead line or the object to which the HORSE is tied. The stimuli that will startle, frighten or provoke a given HORSE may vary from day to day or even from moment to moment. No person can reliably predict the stimuli that will startle, frighten or provoke a HORSE.

C. INCREASED RISKS OF TRAINING AND COMPETITION: The process of TRAINING to improve the performance and skill of the STUDENT or HORSE inherently involves challenging the HORSE and STUDENT to perform tasks they have never before accomplished, and challenging the HORSE and STUDENT to perform familiar tasks with increased precision and/or speed, thus increasing the risks associated with EQUINE ACTIVITIES. Competing on a HORSE inherently involves challenging the HORSE and STUDENT to perform at and test the extreme limits of their skills, thus increasing the risks associated with EQUINE ACTIVITIES.

D. INJURIES CAUSED BY A HORSE: If a rider falls or is thrown from a HORSE to the ground it will generally be at a distance of at least 3½ to 5½ feet in the event of a fall, a greater distance if the rider is thrown, and can be at a high rate of speed. In the event a rider falls from or is dragged by a HORSE, or a horse falls/lands in whole or in part on a person, steps on, kicks, bites or runs into a person, the person may sustain **SERIOUS, PERMANENT PHYSICAL OR MENTAL INJURIES, INCLUDING PERMANENT DISABILITY, PARALYSIS, BRAIN DAMAGE** or even **DEATH**. Those injuries may result in the need for extended medical care or treatment, long term personal care, and/or hospitalization.

E. THE LIMITED BENEFITS OF TRAINING: The degree to which a HORSE can be expected to act predictably, and with good manners, can in most instances be enhanced by regular TRAINING; and the degree to which a PARTICIPANT can minimize their own risk of injury can be enhanced with regular TRAINING.

(1). TRAINING OF A HORSE: Although a HORSE must at all times be presumed to be unpredictable and potentially dangerous, the level and frequency of TRAINING which TRAINER provides to CLIENT'S HORSE will affect the degree to which TRAINER can maintain control over the day to day condition of the HORSE, the level of exercise it has received at any given time, its basic TRAINING, the provision of any needed fine tuning to maintain the achieved level of TRAINING and obedience, and can work with the HORSE to develop and maintain it's manners, both on the ground and under saddle. In addition, the degree to which TRAINER has control over and interaction with a CLIENT'S HORSE will affect the extent to which TRAINER can assess its mental and physical condition at any single point in time. A HORSE will not maintain its level of TRAINING without constant reinforcement of that TRAINING. If at any time the level or frequency of TRAINING and handling an OWNER'S HORSE is receiving from TRAINER is reduced, the odds increase that the HORSE will revert to any prior poor manners, develop new bad manners, and the HORSE'S natural survival instincts will overtake its TRAINING in response to stimuli.

(2). TRAINING OF A RIDER: **The rider is ultimately responsible for his or her own safety when mounted on a HORSE.** Upon mounting a HORSE and taking up the reins, the rider is in primary control of the HORSE. The rider's safety largely depends upon his/her ability and willingness to carry out simple instruction, to do so in a timely manner (which may be immediately), and his/her ability to remain balanced and calm aboard the moving animal. The frequency with which a STUDENT obtains HORSEBACK RIDING instruction from TRAINER will affect the degree to which a STUDENT can minimize their own risk of injury, through improved equitation skills and information provided by TRAINER concerning their own HORSE and HORSES in general. A person may not maintain their achieved level of EQUINE ACTIVITY skill without constant reinforcement through instruction. If at any time the frequency of instruction from TRAINER is reduced, the odds increase that a STUDENT will begin to revert to prior poor habits, will develop new poor habits, or the STUDENT will be unprepared to properly handle new behavior exhibited by a HORSE, whether in the saddle or on the ground.

F. CONDITIONS OF NATURE and PROPERTY: STABLE, TRAINERS and the other BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES do not own or have exclusive rights to the trails and premises adjacent to Willow Tree Stables and are unable

to control the condition of those premises or the activities that take place thereon. STABLE, TRAINERS and the other BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES cannot control and are not responsible for total or partial acts, occurrence or elements of nature or for animals that can startle or frighten a HORSE. Some examples include: thunder, lightening, wind, rain, falling trees, wild and domestic animals (deer, turkeys and other animals frequently enter the PREMISES).

4. **ADDITIONAL TERMS AND CONDITIONS:** In further consideration for the services and benefits to be provided under this Contract:

A. PROTECTIVE HEADGEAR, FOOTWEAR and BODY WEAR: Protective helmets are available and recommended by the STABLE and TRAINERS for all persons participating in an EQUINE ACTIVITY. **At all times while riding or handling a HORSE minors must wear helmets that meet the current ASTM and SEI standards. Helmets that meet the current ASTM and SEI standards must also be worn by all adults while jumping a HORSE.** Protective footwear specifically designed for EQUINE ACTIVITIES, with appropriate heels, hard soles and reinforced toes are available and recommended as is protective body wear, such as cross-country vests designed to protect the torso in the event of a fall. STUDENTS and other CLIENTS are exclusively responsible for providing their own protective headgear, footwear and body wear. STABLE and TRAINERS reserve the right to refuse TRAINING to any person who is not wearing protective headgear, footwear and/or body wear, but STABLE and TRAINERS bear no responsibility, in whole or in part, for any injuries or damages that arise out of or have been contributed to by CLIENT'S failure to wear such gear while engaged in EQUINE ACTIVITIES under this Contract. Although they assume no duty to do so, STABLE and TRAINERS may provide protective helmets to STUDENTS and other CLIENTS who have failed to provide their own, however it is understood that the equipment may not be a perfect fit for the CLIENT; the signatories to this Contract and the CLIENTS assume the risk and responsibility of deciding whether to use the helmet and securing/fitting the equipment.

B. INCORPORATION OF STABLE RULES: CLIENT hereby agrees and represents that in consideration of being permitted upon the PREMISES, for any purpose, he/she has received, reviewed, understood and consented to the STABLE Rules which are incorporated herein by reference (**initial here**) \_\_\_\_\_. The current STABLE Rules are posted on the window of Willow Tree Stables' office and are available upon request. CLIENT is responsible for checking the window to ascertain the current rules and acknowledges and stipulates that for purposes of any claim or cause of action arising out of the matters that are the subject of this Contract, he/she will be deemed to have read and to have agreed to comply with the STABLE Rules that are/were posted at the time(s) the claim or cause of action arose.

C. PRIVATE PROPERTY: CLIENTS are responsible for insuring their own HORSES, equipment and other personal items, including their tack, trailer and vehicles. The possessions of others are not covered by STABLE'S insurance for loss, loss of use or damage and may not be covered by the insurance of any other BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES.

D. RIGHT TO REFUSE USE OF THE PREMISES: The STABLE reserves the right to refuse to provide use of the PREMISES to any CLIENT at any time, with or without cause and with or without notice (including during the course of an EQUINE ACTIVITY). Reasons the STABLE may refuse to provide use of the PREMISES include, but are not limited to: violation of the Stable Rules and/or policies of the STABLE; the physical or mental condition or acts of any HORSE, person or animal; acts and conditions of nature; CLIENT'S inability or refusal to follow the instructions of the STABLE or it's employees regarding acts or omissions that affect the management, care, welfare or safety of a HORSE; CLIENT'S inability or refusal to follow the reasonable recommendations of the STABLE or it's employees regarding acts or omissions that affect the health or safety of third parties or the enjoyment of EQUINE ACTIVITIES or other use of the PREMISES by third parties.

E. IMAGE AND AUDIO USE: Each signatory hereto on behalf of him/herself, his/her heirs (including all minor children), administrators, estate, assigns and representatives, and to the extent that a signatory hereto is executing this Contract in his/her capacity as the parent, legal guardian or legal representative of another person, on behalf of each said person, and said person's parents, guardians, heirs (including minor children), administrators, estate, assigns and

representatives agrees that the STABLE, its owners, agents and assigns may publish images and voice recordings of CLIENTS and their HORSE(S), taken while they are on the PREMISES, for any purpose, including commercial use. Those images may include but are not limited to photographs, videotapes, digital recordings, audio recordings, web casts and cablecasts. Any rights in connection with such use, including any claim for compensation, invasion of privacy, right of publicity or misappropriation is hereby waived and released.

F. **THIRD PARTY BENEFICIARIES:** To the extent that any BUSINESS PROVIDING SERVICES AT WILLOW TREE STABLES is not a first party to this Contract, it is an intended third party beneficiary of this Contract to the extent that any provision herein may be used as a defense by that BUSINESS PROVIDING SERVICES AT WILLOW TREE STABLES to a claim against it by one or more of The Releasing Parties. All individuals and entities with an easement right to cross the Premises are intended third party beneficiaries of this Contract to the extent that any provision herein may be used as a defense by that person or entity to a claim against it by one or more of The Releasing Parties with regard to the condition of the Premises. No BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES, entities or individuals with easement rights to cross the Premises are intended third party beneficiaries of this Contract with regard to any claims that may exist, or arise between one or more of them on the one hand, and Willow Tree Stables, Inc., Monte Kruger, Curt Kruger, Emily Kruger or Eric Kruger on the other.

5. **ATTORNEYS FEES and COSTS:** In any claim or lawsuit arising out of the matters covered by this Contract or the alleged breach of this Contract, each prevailing party shall be entitled to recover from the non-prevailing parties his/her reasonable attorneys fees and costs incurred in the prosecution or defense of the matter.

6. **CHOICE OF LAW:** The laws of the State of California shall apply to any dispute arising out of matters that are the subject matter of this Contract or any dispute to enforce the terms of this Contract, and shall control the interpretation of this Contract. To the extent that any provision of this Contract may be rendered void or found to be unenforceable, the remaining provisions shall survive to the extent that the intent of the parties with regard to each such remaining provision has not been materially altered by the exclusion of the void / unenforceable provision.

7. **VENUE and JURISDICTION:** Any legal action or proceeding arising out of the activities and matters that are the subject of this Contract, or the alleged breach of this Contract, shall be brought in a court of the State of California, in the County of Marin. All parties to this Contract hereby stipulate that said courts exercise personal jurisdiction over them for purposes of an action arising out of the activities and matters that are the subject of this Contract, or the alleged breach of this Contract, and that said venue is convenient.

8. **NO BAILMENT:** CLIENTS hereby agree and stipulate that no bailment is created by virtue of any service or act performed, or to be performed, pursuant to this Contract.

9. **COMPLETE AGREEMENT:** This Contract constitutes and memorializes the entire agreement between the parties as to the matters provided for herein, and may only be modified by a subsequent written agreement. The parties bound by this Contract agree that no representations, statements or inducements, other than those expressly provided for herein, are relied upon in entering into this Contract.

10. **COUNTERPART:** This Contract may be executed in counterpart, and each copy shall be treated and may be used as if it were an original for any purpose allowed by the laws that apply to this Contract. However, all copies together shall constitute but one Contract.

*{ Signature Page Follows }*

11. If you execute this Contract on behalf of another person, you are representing that you have the legal authority and are authorized to enter into this Contract on their behalf. *If you execute this Contract and it is later determined you did not in fact have such authority, you are hereby agreeing to assume personal responsibility and liability for the risks, terms and conditions set forth herein, and hereby agree to indemnify, hold harmless and defend STABLE, all other BUSINESSES PROVIDING SERVICES AT WILLOW TREE STABLES from any liability that would have been avoided had you in fact had the authority to enter into this Contract.*

I hereby acknowledge that I am over the age of 18. I understand that I may consult with an attorney before executing this Contract. I have read, understand and, for myself and any persons on behalf of whom I am signing this Contract, voluntarily accept the terms of this Equine Boarding Agreement, Liability Release and Indemnity Agreement. I understand that by signing this Contract I am waiving legal rights and assuming legal liabilities on behalf of myself and those persons on whose behalf I am executing this Contract, and I intend that my signature be a complete and unconditional assumption of all expressly and impliedly disclosed risks, release of all liabilities, and assumption of all obligations set forth herein to the greatest extent allowed by law.

Dated \_\_\_\_\_ Executed at \_\_\_\_\_, California

\_\_\_\_\_  
Print Name Sign Name

On behalf of myself and as (circle one): Father / Mother / Legal Guardian of:

Name: \_\_\_\_\_, Date of Birth \_\_\_\_\_

Name: \_\_\_\_\_, Date of Birth \_\_\_\_\_

Name: \_\_\_\_\_, Date of Birth \_\_\_\_\_

Dated \_\_\_\_\_ Executed at \_\_\_\_\_, California

\_\_\_\_\_  
Print Name Sign Name

On behalf of myself and as (circle one): Father / Mother / Legal Guardian of:

Name: \_\_\_\_\_, Date of Birth \_\_\_\_\_

Name: \_\_\_\_\_, Date of Birth \_\_\_\_\_

Name: \_\_\_\_\_, Date of Birth \_\_\_\_\_

Dated \_\_\_\_\_ Executed at \_\_\_\_\_, California

\_\_\_\_\_  
Print Name Sign Name

On behalf of myself and as (circle one): Father / Mother / Legal Guardian of:

Name: \_\_\_\_\_, Date of Birth \_\_\_\_\_

Name: \_\_\_\_\_, Date of Birth \_\_\_\_\_

Name: \_\_\_\_\_, Date of Birth \_\_\_\_\_



**ADDENDUM "A" TO  
EQUINE TRAINING & PARTICIPATION,  
LIABILITY RELEASE AND INDEMNITY AGREEMENT**

The following information pertains to HORSES  
that are being trained pursuant to the terms and conditions of this Contract.

Horse's Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Markings: \_\_\_\_\_  
Physical Limitations/Injuries: \_\_\_\_\_

Known Vices & Dangerous Propensities: \_\_\_\_\_

Owner: \_\_\_\_\_ (phone) \_\_\_\_\_ (phone) \_\_\_\_\_  
Insurer: \_\_\_\_\_ (phone) \_\_\_\_\_ (phone) \_\_\_\_\_  
Insured value: \$ \_\_\_\_\_ Purch. price: \$ \_\_\_\_\_ Date Purch. \_\_\_\_\_  
In case of injury contact: \_\_\_\_\_ (phone) \_\_\_\_\_ (phone) \_\_\_\_\_  
(Special instructions): \_\_\_\_\_

Veterinarian \_\_\_\_\_ (phone) \_\_\_\_\_  
Farrier \_\_\_\_\_ (phone) \_\_\_\_\_

Horse's Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Markings: \_\_\_\_\_  
Physical Limitations/Injuries: \_\_\_\_\_

Known Vices & Dangerous Propensities: \_\_\_\_\_

Owner: \_\_\_\_\_ (phone) \_\_\_\_\_ (phone) \_\_\_\_\_  
Insurer: \_\_\_\_\_ (phone) \_\_\_\_\_ (phone) \_\_\_\_\_  
Insured value: \$ \_\_\_\_\_ Purch. price: \$ \_\_\_\_\_ Date Purch. \_\_\_\_\_  
In case of injury contact: \_\_\_\_\_ (phone) \_\_\_\_\_ (phone) \_\_\_\_\_  
(Special instructions): \_\_\_\_\_

Veterinarian \_\_\_\_\_ (phone) \_\_\_\_\_  
Farrier \_\_\_\_\_ (phone) \_\_\_\_\_

Horse's Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Markings: \_\_\_\_\_  
Physical Limitations/Injuries: \_\_\_\_\_

Known Vices & Dangerous Propensities: \_\_\_\_\_

Owner: \_\_\_\_\_ (phone) \_\_\_\_\_ (phone) \_\_\_\_\_  
Insurer: \_\_\_\_\_ (phone) \_\_\_\_\_ (phone) \_\_\_\_\_  
Insured value: \$ \_\_\_\_\_ Purch. price: \$ \_\_\_\_\_ Date Purch. \_\_\_\_\_  
In case of injury contact: \_\_\_\_\_ (phone) \_\_\_\_\_ (phone) \_\_\_\_\_  
(Special instructions): \_\_\_\_\_

Veterinarian \_\_\_\_\_ (phone) \_\_\_\_\_  
Farrier \_\_\_\_\_ (phone) \_\_\_\_\_