

AGREEMENT AND LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY OR DEATH (TO A PERSON OR A HORSE) COULD RESULT FROM PARTICIPATION IN HORSEBACK RIDING, TRAINING OR OBSERVING ACTIVITIES.

VILLA ROSA, PAM NELSON, HEIDI GAIAN, THEIR EMPLOYEES, THEIR AGENTS AND THEIR FAMILY MEMBERS DO NOT GUARANTEE YOUR SAFETY NOR THE SAFETY OF YOUR HORSE.

The parties hereto agree as follows:

In consideration for the permission granted to the undersigned to enter upon any part and/or portion of the Villa Rosa property (located at 590 Orchard Road, Hollister, CA 95023), the undersigned, for myself, my heirs, executors and assigns, represent and agree that I have full knowledge and am aware of the ordinary and extra ordinary hazards, risk and danger ever present in the premises. I hereby assume all risk for any accident, injury or death resulting directly or indirectly from any occurrence at or near the Villa Rosa property, for my self, my children, my family, and my guests. I am aware that horseback riding is a dangerous, rugged, adventure recreational activity and related injuries can be severe. I hereby release, waive and discharge any and all claims, demands, and causes of action, past present, or future (including any and all expenses to me), that I may have against the beneficiaries of this agreement with the respect thereto.

This release shall also cover the injury, damage to, loss, death, or crippling of any livestock on the Villa Rosa property in any manner whatsoever or from any cause. This release shall also cover any injury or damage incurred by me to any owners or exhibitors or persons in my employ in any manner whatsoever or from any cause.

This agreement covers all activities whatsoever on the Villa Rosa property as well as riding lessons & training being performed by Pam Nelson and/or Heidi Gaian off the Villa Rosa property.

While on the Villa Rosa property the parties to this agreement also agree to the following terms and conditions, which are hereby incorporated into this agreement.

1. Agreement and Liability Release Forms must be signed upon entry to the Villa Rosa property.
2. All riding, handling and/or observing of horses is undertaken at the undersigned parties' own risk.
3. Children must be accompanied at all times by a parent or responsible guardian.
4. Guests dogs are not permitted on the Villa Rosa property.
5. Anyone under 18 years of age must wear an approved safety helmet, secured with a chinstrap, while riding.
6. Proper riding attire and safe riding equipment are required at all times while riding.
7. No horses are to be mounted or ridden inside the stable.
8. Spectators must stay 15 feet from the edge of all arenas.
9. Persons present in all arena and non-arena areas must remain alert and keep well clear of all horses. Persons must behave in a manner as to not spook horses or disrupt training.

LIABILITY RELEASE

I agree that: in consideration of Villa Rosa, Pam Nelson, The Nelson Family, and/or Heidi Gaian allowing my participation in horse related activities, under the terms set forth herein, I, the rider and/or horse owner, for myself and on the behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge Villa Rosa, its owners, agents, employees, officers, directors, representatives, assigns, associate, affiliated organizations and insurers, and others acting on its behalf (herein after, collectively referred to as "associates"), of and from all claims, demands, causes of action and legal liability, whether the same being known or unknown, anticipated or unanticipated, due to Villa Rosa's and/or its associates' negligence or any other reason.

Signature of Rider and/or Horse Owner Date

Print name of Rider and/or Horse Owner Date

Signature & Print Name of Parent or Guardian

In case of Emergency - Name & Telephone Number

Villa Rosa Representative Date

Print name of Villa Rosa Representative Rev 04/2011