

HOLD HARMLESS AGREEMENT & 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, HANDLING AND/OR OBSERVING ACTIVITIES.

VILLA ROSA DRESSAGE LLC, PAM NELSON, DANIEL NELSON, THE NELSON FAMILY TRUST, DONNER HUF DRESSAGE LLC, HEIDI GAIAN, JIM MCCARLEY AND THEIR EMPLOYEES, THEIR AGENTS, THEIR ASSIGNS 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, risks and danger ever present on these 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 myself, my children, my family, my heirs 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, horse training, consulting and any horse related activity whatsoever being performed by VILLA ROSA DRESSAGE LLC, PAM NELSON, DANIEL NELSON, THE NELSON FAMILY TRUST, DONNER HUF DRESSAGE LLC, HEIDI GAIAN, JIM MCCARLEY AND THEIR EMPLOYEES, THEIR AGENTS, THEIR ASSIGNS AND THEIR FAMILY MEMBERS while 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. HOLD HARMLESS AGREEMENT & LIABILITY RELEASE FORM must be signed upon entry to the Villa Rosa property.
2. All riding, handling and/or observing of horses and/or training is undertaken at the undersigned party's own risk.
3. Children under the age of 12 yrs must be accompanied at all times by a parent or responsible guardian.
4. Guest's dogs are only permitted on the property with special permission and must remain on leash and under the control of their handler at all times.

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- 5. IT IS RECOMMENDED THAT ALL RIDER'S WEAR AN ASTM CERTIFIED SAFETY HELMET, WHICH IS PROPERLY FITTING AND PROPERLY SECURED AT ALL TIMES WHILE MOUNTED. HOWEVER, **NO PERSON UNDER THE AGE OF 18 YEARS WILL BE PERMITTED A TOP A HORSE/PONY UNLESS THEY ARE WEARING AN ASTM CERTIFIED SAFETY HELMET, WHICH IS PROPERLY FITTING AND PROPERLY SECURED AT ALL TIMES WHILE MOUNTED.**
- 6. Proper riding attire and safe riding equipment are required at all times while riding.
- 7. No horse shall be mounted/ridden in the center aisle of the main stable.
- 8. All persons must stay a safe distance from the edge of all arenas, and must conduct themselves in a manner as to not spook the horses or disrupt training.

LIABILITY RELEASE

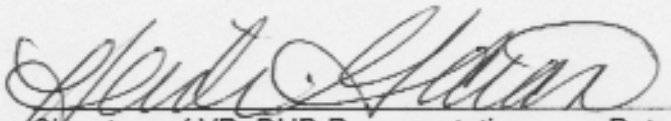
I agree that, in consideration of VILLA ROSA DRESSAGE LLC, PAM NELSON, DANIEL NELSON, THE NELSON FAMILY TRUST, DONNER HUF DRESSAGE LLC, HEIDI GAIAN, JIM MCCARLEY AND THEIR EMPLOYEES, THEIR AGENTS, THEIR ASSIGNS AND THEIR FAMILY MEMBERS allowing my participation in horse related ativities, under the terms set forth herein, I, the rider and/or horse owner, for myself and on behalf of my children and/or legal wards, heirs, administrattors, personal representatives or assigns, do agree to hold harmless, release ad discharge VILLA ROSA DRESSAGE LLC, PAM NELSON, DANIEL NELSON, THE NELSON FAMILY TRUST, DONNER HUF DRESSAGE LLC, HEIDI GAIAN, JIM MCCARLEY AND THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES, ASSOCIATES, ASSIGNS AND FAMILY MEMBERS and other acting on their behalf, of and from all claims, demands, causes of action and legal liability, whether the same geing known or unknown, anticipated or unanticipated, due to negligence or any other reason.

Signature of Rider and/or Horse Owner Date

PRINT NAME of Rider and/or Horse Owner

Signature of Parent or Guardian if < 18 yrs Date

PRINT NAME of Parent or Guardian



Signature of VR, DHD Representative Date

HEIDI GAIAN

PRINT NAME of VR, DHD Representative

EMERGENCY CONTACT for Rider + Phone #

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FOR HORSES LIVING AT VILLA ROSA

EMERGENCY VETERINARY CARE

With respect to any emergency vet care for my horse(s): In case of an emergency, if I cannot be reached, I authorize Villa Rosa Dressage LLC and/or Donner Huf Dressage LLC to make decisions regarding the emergency veterinary care of my horse, which may include emergency vet bills up to \$_____. I authorize Villa Rosa Dressage LLC and/or Donner Huf Dressage LLC, to use their best judgement in the selection of the vet for my horse(s) emergency care.

My horse is insured with Major Medical YES NO

My horse is insured for Colic Surgery YES NO

My horse is insured for Mortality YES NO

My insurance provider is: _____
Insurance Contact Person & Telephone Number

With respect to any emergency vet care for my horse(s): I authorize Villa Rosa Dressage LLC and/or Donner Huf Dressage LLC to make arrangements for my horse(s) transportation if needed. I agree to hold harmless any transport agent and agree to pay the transportation cost.

NON-PAYMENT OF BOARD OR TRAINING

I agree that if the board, training and/or other fees accrued become more than 30 days late, I will receive notification that Villa Rosa Dressage LLC and/or Donner Huf Dressage LLC will foreclose its livestock service lien on my horse(s). Pursuant to law, after notice and opportunity to be heard in court, horses may be sold for balance of board due and any related costs accrued by said animal under the law. If after 60 days, appropriate arrangements have not been made, proceeding will begin to enforce the livestock service lien granted to Villa Rosa Dressage LLC by California Civil Code #3080 et. seq. by applying to the court for an order authorizing sale of the horse(s).

HORSE(S) NAME(S):

Signature of Horse Owner or Date
Responsible Party

PRINT NAME of Horse Owner or
Responsible Party

EMERGENCY Contact for Horse + Phone #

2ND EMERGENCY Contact