

DONNER HUF DRESSAGE, LLC
1980 SCENIC CIRCLE, HOLLISTER, CA 95023
TEL: 831-297-2621

. RELEASE AND HOLD HARMLESS AGREEMENT .

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.

This Release and Hold Harmless Agreement ("Agreement") is made between Donner Huf Dressage LLC/Heidi Gaian (DHD/HG) (clinician, trainer, instructor) AND

NAME: _____ (Rider/Client/Owner/Agent)

ADDRESS: _____
_____.

1. In consideration of payment of a fee, DONNER HUF DRESSAGE LLC / HEIDI GAIAN agrees to provide riding instruction to Rider, or Training to Rider's Horse.

2. **Express Assumption of the Risk of Death and/or Injury to Rider:** Undersigned expressly understands the horseback riding & training and related activities are inherently dangerous, including inherent risks which cannot be eliminated. Specific risks include, but are not limited to, minor injuries, major injuries (such as broken limbs, joint and back injuries, loss of sight, heart attack, concussion and catastrophic injuries including paralysis and death. Rider has read this Agreement and the sections regarding assumption of risk and knows, understand and appreciates these and other risks inherent in horse related activities of any type. Rider hereby asserts that Rider's participation in this activity is completely voluntary and Rider expressly assumes all such risks, all risk of injury of any kind, including death, caused by horseback riding, the riding instruction river by DHD/HG, including but not limited to any misjudgment and all related actions and activities.

3. **Express Assumption of the Risk of Death or Injury to Horse:** Rider understands and expressly assumes the risk that DHD/HG is not liable for any sickness, disease, injury or death which might be suffered by Rider's horse(s) due to the training or instruction of said horses(s). This includes, but is not limited to: any injury, illness or disability Rider's horse(s) might receive while being trained, instructed or in a clinic with DHD/HG or under the custody and control of DHD/HG, including HG riding Rider's horse. Rider fully understands that DHD/HG does not insure horses in training or in her clinics, and that said horses are not covered under any public liability, accidental, injury, theft or equine mortality insurance. Rider understands that all risks applicable to Rider's horse being trained, ridden, instructed are borne by Rider.

4. **Release of Liability:** Rider acknowledges that he/she has carefully read this Agreement and Rider understand that it is a RELEASE OF LIABILITY. Rider also acknowledges that Rider is waiving any and all rights that Rider, Rider's heirs, guardians, assigns, agents and family members may have to bring a lawsuit in which a claim of any kind could be asserted against DHD/HG for damages caused by negligence of DHD/HG, including but not limited to any misjudgment by DHD/HG.

5. **Indemnification, Hold Harmless and Waiver of Unknown Claims:** Rider agrees that he/she will defend, indemnify and hold harmless DHD/HG against all claims, demands, liabilities, and causes of action including court costs, expenses and attorney's fees, directly or indirectly arising from any action or other proceeding brought by, or prosecuted for, Rider's benefit or for the benefit of Rider's heirs, guardians and assigns or brought by others, against DHD/HG in connection with riding instruction/training or in any action or inaction taken by Rider, Rider's guests, family members, agents, employees or contractors. This defense, indemnification and hold harmless extends to all claims of every kind and nature whatsoever whether known or unknown, including any claim of misjudgment of DHD/HG, and Client expressly waives any benefits he/she may have under Section 1542 of the California Civil Code relating to the release fo unknown claims. Rider understands that his provision is designed to prevent Rider from waiving unknown claims that existed at the time of this waiver, and Rider expressly agrees to waive all rights that Rider might have under this section or any related sections.

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6. **Changes to Agreement:** The Parties agree that any amendments or modifications to this Agreement shall be deemed null and void unless such amendments or modifications are in writing, specifically refer to this Agreement, and signed by authorized representatives of all Parties to this Agreement.
7. **Assignment or Transfer:** This Agreement is non-assignable and non-transferable.
8. **Severability:** In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity nor enforceability of the the remaining provisions hereof, all of which shall remain in full force and effect.
9. **Entire Agreement:** This Agreement constitutes an integration of the entire understanding and Agreement of the Parties with respect to the subject matter herein. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding any of the Parties, and each of the parties acknowledges that it has not relied, in entering into this Agreement, on any representation warranty, promises, or conditions not specifically and expressly set forth in this Agreement. All prior discussions and writing have been, and are, merged and integrated into, and superseded by, this Agreement.
10. **Binding Arbitration:** The Parties mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by Binding Arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in San Benito County, California.
11. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of California. Any disputed concerning this Agreement or any indemnification here under shall be adjudicated i the courts of competent jurisdiction of San Benito County, California.
12. **Attorney's Fees, Costs and Expenses:** In any legal action brought in connection with tis Agreement, which includes, but is not limited to a material breach, the prevailing party has the right to collect all reasonable fees, expenses and costs from the breaching party.

RIDER does hereby acknowledge that he/she has read the foregoing paragraphs and its Attachments, and knows and undertones the contents thereof, and agrees to be bound by the terms of this Agreement.

Signature of Rider/Client/Owner/Agent Date

PRINT NAME of Rider/Client/Owner/Agent

Signature of Parent or Guardian if < 18 yrs Date

PRINT NAME of Parent or Guardian



HEIDI GAIAN

Signature DHD/HG Representative Date

PRINT NAME

EMERGENCY CONTACT for Rider + Phone #