

RELEASE OF LIABILITY

SERIOUS INJURY AND/OR DEATH MAY RESULT FROM YOUR PRESENCE AT GOULD RANCH AND/OR FROM YOUR PARTICIPATION IN ANY ACTIVITY OR EVENT HELD AT GOULD RANCH

READ CAREFULLY-THIS AFFECTS YOUR LEGAL RIGHTS

This RELEASE OF LIABILITY is made and entered into this _____ day of _____, 2009__, by and between NCRCHA, Gould Ranch, _____ and _____, hereinafter referred to as designated as PARTICIPANT: and, if Participant is a minor, Participant's parent or guardian_____. In return for the use, today and on all future dates of the property, facilities and services of Gould Ranch and associates thereof, the Participant his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

- A. I understand that all references to Gould Ranch include any related family members, officers, agents, employees, independent contractors, instructors, associated professionals, and volunteers, other owners of property used by but not owned by Gould Ranch, and corporations that own property used by but not owned by Gould Ranch along with the NCRCHA and any of its members or directors.
- B. I understand that I am responsible for providing complete insurance for my animals, my personal property and myself. I know, recognize and understand that my presence on Gould Ranch and my voluntary exposure to animals that are inherently unpredictable and that there are certain risks associated with any equine activity, including death. I assume full responsibility for personal injury to myself and/or family members.
- C. I further release and discharge Gould Ranch, and/or NCRCHA and/or its directors or members, for injury, loss damage and even death arising out of my or my family's use of or presence upon the facilities or property and/or owners of any property used associated with any Gould Ranch, whether caused by the fault of myself, my family, Gould Ranch, employees, volunteers or third parties.
 - 1. Participant agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE PARTICIPANT'S USE OF OR PRESENCE UPON GOULD RANCH PROPERTY AND FACILITIES OR ANY SUCH FACILITIES IN WHICH THERE ARE OTHER OWNERS AND HEIRS OF OWNERS: including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care or the negligence or deliberate act of another person.
 - 2. Participant agrees to hold NCRCHA, Gould Ranch, and all its successors, assigns, subsidiaries, affiliates, officers, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Participant's use of or presence upon Gould Ranch property, facilities, or owners of any property used during any Gould Ranch and/or activity, including without limitation, those based on death, bodily injury, property damage, including consequential damages and also refers to any other owners other than the above of any property used for any reason while visiting Gould Ranch.
 - 3. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
 - 4. If Participant is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. Gould Ranch reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
 - 5. This contract is non-assignable and non-transferable and is made and entered into in the State of California and shall be enforced and interpreted under the laws of California. Should any clause be in conflict with State Law, then that clause is null and void.
 - 6. When a representative of Gould Ranch, and Participant and Participant's parent or guardian, if Participant is a minor, sign this contract, it will then be binding on both parties, subject to all terms and conditions thereof.
 - 7. In the event of an injury to the above minor, I give my permission to NCRCHA & Gould Ranch to arrange for all necessary medical treatment for which I shall be financially responsible.
 - 8. I agree to pay for any damages to the facilities, structures, equipment and/or animals of Gould Ranch, caused by my family's negligent, reckless, or willful actions, or me whether it is intentional or unintentional. The Participant agrees to pay the full amount or replacement or repair of any damage. This applies to other owners of Property and their heirs and to other corporate owners and their officers and agents thereof.

I HAVE READ THE PRECEEDING DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. IF SIGNED BY PARENT OR GUARDIAN: I VERIFY THAT THE DANGERS OF THE ACTIVITIES AND THE SIGNIFICANCE OF THIS RELEASE AND WAIVER WERE EXPLAINED TO THE PARTICIPANT AND THAT THE PARTICPANT UNDERSTOOD THEM.

X _____ X _____ DATE _____
(PARTICPANT/RELEASOR) (PARENT OR GUARDIAN)