



BROWN RANCH

EQUESTRIAN ACTIVITIES WAIVER, RELEASE, AND INDEMNITY AGREEMENT

ALL GUESTS WHO VISIT THE EQUESTRIAN PREMISES LOCATED AT 7101 CAMINO TASSAJARA, PLEASANTON, CA 94588(REFERRED TO HEREIN AS "PREMISES") MUST SIGN THIS FORM IN ORDER TO BE ON THE PREMISES. IF YOU HAVE NOT SIGNED THIS AGREEMENT, YOU WILL BE REQUIRED TO LEAVE AS THIS IS PRIVATE PROPERTY.

SIGNED RELEASES WILL BE KEPT ON FILE.

NAME OF GUEST _____	DATE _____
PHONE _____	
ADDRESS _____	EMAIL _____
GUEST OF _____	
REASON FOR VISIT _____	

PARENT OR GUARDIAN (IF GUEST IS UNDER 18) _____
PHONE _____ ALTERNATE PHONE _____
ADDRESS _____

1. The undersigned understands and acknowledges that this is a legal agreement that will either eliminate or severely restrict his/her legal rights and the rights of his/her minor child, heirs, and relatives in case he/she is injured, dies, or is otherwise damaged as a result of participation in equestrian activities on the Premises.
2. The undersigned acknowledges that horseback riding, participation in riding lessons and clinics, being near horses, and being at equestrian facilities and on trails is inherently dangerous and involves risk of serious and permanent physical and emotional injury and, in extreme cases, possible death. The undersigned understands that he/she can get thrown, stepped on, kicked, or otherwise injured by his/her own horse or any other horse. The undersigned understands and agrees that he/she rides and participates in horse riding lessons and clinics, trail rides, horse grooming, and other related activities at his/her own risk. The undersigned further acknowledges and agrees that Brown Ranch is not responsible for any irregular footing on outdoor or indoor groomed or ungroomed land, all of which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape. Guest agrees that the waiver provided herein also applies to these circumstances.
3. The undersigned, in the event of injury rendering undersigned unable to make decisions regarding medical care, gives Brown Ranch the authority to make decisions regarding medical care, including administration of medical care, and will defend, indemnify and hold Brown Ranch harmless for any injury or death that occurs as a result of this care.
4. The undersigned, on behalf of all and each of the heirs, executors, administrators, successors, and assigns of the undersigned hereby assumes all responsibility and risk and releases and forever discharges Leonids LLC, Chung Ping Wang and Cong Qin doing business as Brown Ranch,

and their respective officers, agents, directors, employees, representatives, attorneys, contractors, and all persons acting by, through, under, or in concert with any of them (collectively Brown Ranch) and holds the Brown Ranch free and harmless and indemnifies it from any and all, injuries (including death), claims, actions, suits, procedures, costs, expenses, damages, liabilities and causes of action of every kind, known or unknown, of any nature whatsoever (including attorneys' fees and costs) arising out of or connected with (a) the undersigned's participation in horseback riding, riding lessons, riding clinics, horse grooming, and other related equestrian activities, and any other use of, or attendance at the Brown Ranch Premises by the undersigned or by any guests of the undersigned; or (b) any acts of horses or any other animal owned by the undersigned or anyone else on the Premises.

- 5.** The undersigned further agrees that he/she will not sue or make a claim against Brown Ranch for injury, damage, death, or other losses sustained as a result of his/her participation in equestrian activities, use of the Premises, or injury to the undersigned's horse(s) or any other horse.
- 6.** The undersigned understands that by signing this Waiver, Release and Indemnity Agreement, he/she is giving up significant rights that he/she and his/her family and heirs may have. Knowing this, the undersigned still prefers to enter the Premises and if applicable use the Brown Ranch facilities and therefore voluntarily gives up his/her rights as described in this Agreement.
- 7.** This Agreement is a complete embodiment of our understandings and agreements. It may not be modified or rescinded except by a writing executed by an authorized agent of Brown Ranch.
- 8.** The undersigned represents that he/she has carefully read each and every one of the provisions of this Agreement and fully understands each provision and agrees to be bound by the terms of each provision.
- 9.** I have read and understand the "Rules & Regulations" posted at Brown Ranch, and I agree to abide by them. This includes, but is not limited to, the Helmet Requirement for All Riders under age of 18: Brown Ranch requires all riders under age 18 to wear an ASTM approved safety helmet. **No exceptions.**
- 10.** The undersigned agrees that horses, if any, brought to Premises by undersigned are free of contagious diseases, are current on all of the recommended & routine vaccinations and are negative for Coggins for those horses which came from out of the State.
- 11.** Undersigned agrees to pay for and/or repair any damage that occurs to Premises and personal property on Premises caused by undersigned or by undersigned's horse (s). This includes, but is not limited to, all damage to personal property, buildings, barns, fences, stalls, pens, hot walkers, facility structures of any kind, landscaping or vehicles.
- 12.** This Agreement shall be interpreted in accordance with the laws of the State of California and any dispute concerning this Agreement, or any indemnification hereunder, shall also be interpreted in accordance with the laws of the State of California, County of Contra Costa. Undersigned agrees that any disputes that may arise will be handled via arbitration, and thereby agrees to waive any right to trial by Jury.

**PLEASE READ THIS AGREEMENT CAREFULLY. DO NOT SIGN THIS EQUESTRIAN
ACTIVITIES WAIVER, RELEASE, AND INDEMNITY AGREEMENT UNTIL YOU HAVE READ AND
UNDERSTOOD EACH AND EVERY PARAGRAPH**

DATE _____

SIGNATURE OF GUEST _____

SIGNATURE OF PARENT OR GUARDIAN _____
(IF GUEST IS UNDER 18 YRS OLD)

Parent agrees to always have a supervising adult on Premises responsible for Minor. Parent further warrants that said Minor does not have any physical or mental conditions that would prevent Minor from engaging in horseback riding, horse grooming or other activities on the Premises