

ALISO RANCH

ALISO RANCH STABLES

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PRINT NAME

By signing this Release of Liability and Indemnification Agreement, I am acknowledging that I have chosen to participate in walking, hiking, horseback riding, boarding and care of horses, and other recreational activities on Aliso Ranch. I understand and accept the "as-is" condition of Aliso Ranch and Aliso Ranch Stables ("ARS") and further understand that my participation in activities at ARS and/or Aliso Ranch poses risks of PROPERTY DAMAGE, INJURY or DEATH to me. These risks include, but are not limited to, the following:

1. The majority of Aliso Ranch is in an unimproved, remote, semi-wilderness state which contains many dangerous terrain conditions and obstacles that may be obvious or hidden. Dangers include but are not limited to harsh and quickly changing weather conditions, falling branches, risks of landslides or other earth movement, rugged road and trail conditions, slippery rocks and unstable soils. Other dangers include but are not limited to Hantavirus Pulmonary Syndrome, Lyme's disease and other illnesses, wild animals (such as feral pigs, mountain lions, bear, deer, rattle snakes, yellow jackets, bees, ticks, mice and other rodents carrying disease), cactus, poison oak, stinging nettles, and other poisonous and harmful plants, and non-potable water. Aliso Ranch also contains domesticated animals, including but not limited to, cattle, chickens, pigs, dogs, and cats, as well as crops and other vegetation, all of which can harm me. The majority of the ranch is without communications and is remote from medical care and emergency transportation.
2. Aliso Ranch is a working ranch, a portion of which is the stable area at ARS. Other activities that are conducted on the ranch include but are not limited to orchard operations, woodcutting, managing livestock, constructing and maintaining roads, fences, pipelines, reservoirs, utility lines and other improvements, and other activities all of which may create hazards to my safety. The improvements on Aliso Ranch are intended to facilitate the ranching operations and are not designed to protect me from harm. Aliso Ranch and ARS personnel and others use horses, vehicles, heavy machinery, dangerous tools and other equipment, fertilizers, pesticides and other substances that could pose risks to me. It is my responsibility to avoid these risks and to not interfere with ongoing operations.
3. Horseback riding is an inherently dangerous activity and poses numerous risks, including but not limited to, falling off the horse, being bucked off, thrown off, trampled, bitten, kicked, dragged, and fallen on by the horse as well contact with tree limbs, fences and other solid objects. Horses can act unpredictably, particularly when startled, and may not always respond to commands as expected. Equipment can fail or not perform as designed or anticipated.

4. Other persons, including but not limited to other customers and employees of ARS and Aliso ranch, may pose new risks or increase my risks through their actions, omissions and/or negligence. My own activities need to be conducted in a careful and prudent manner with due regard for the safety of others.
5. I understand that ARS has Rules and Regulations for horseback riders, boarders of horses and everyone else on Aliso Ranch and that my failure to follow these rules may result in hazards to my safety and the safety of others.
6. I understand that ARS and Aliso Ranch personnel do not patrol the ranch or enforce hunting or other laws and have no obligation to do so.
7. Generally during riding season a severe fire hazard condition exists because of abundant dry grasses, leaves and vegetation. Extreme caution is required to prevent grass and brush fires. There shall be NO SMOKING anywhere on Aliso Ranch.
8. The roads and trails on Aliso Ranch are not maintained free of ruts, rocks, slides, loose materials, overhanging branches, and other hazards. Many steep roadbeds and trails can only be traveled by riders experienced in riding in rugged mountainous terrain, and the hazardous condition of certain roads and trails is such that only an experienced rider will recognize that they should not be traveled at all.
9. Water found in streams, springs, pipelines, tanks and troughs is untreated, its quality and safety is uncertain, and such water should not be consumed because of the risk of its possible contamination.
10. The risks listed above are just some of the dangers and risks present on Aliso Ranch. I understand and agree that Aliso Ranch and ARS cannot warn me and cannot be expected to warn me of all of the risks or of any particular risk that I may encounter on Aliso Ranch.

Despite the risks involved, and in consideration of the right to use the facilities at ARS and to participate in activities on Aliso Ranch, I HEREBY EXPRESSLY ASSUME ALL RISKS, KNOWN OR UNKNOWN, OF PROPERTY DAMAGE, INJURY OR DEATH, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF ARS, ALISO RANCH, OR THEIR OWNERS, OPERATORS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS TO THE FULLEST EXTENT ALLOWED BY LAW.

In further consideration of the right to use the facilities at ARS and to participate in activities on Aliso Ranch, I HEREBY AGREE TO RELEASE FROM ALL LIABILITY, AND FURTHER AGREE NEVER TO SUE, ARS AND/OR ALISO RANCH. In particular, I knowingly and voluntarily release Aliso Ranch and ARS, their owners, operators, directors, officers, employees and agents from any and all liability and claims of any nature whatsoever for any damage or injury to me or my property, or my death, related to or connected in any way with boarding, renting, caring for, or riding horses and/or my entry, presence or activities at ARS or Aliso Ranch. I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Aliso Ranch and ARS, their owners, operators, directors, officers, employees and agents from any and all damages, costs, or attorney's fees arising out of or connected in any way with the matters released herein.

I understand and agree that this Release of Liability and Indemnification Agreement is intended to provide Aliso Ranch and ARS with the maximum protection from lawsuits permitted under California law and that this Release of Liability and Indemnification Agreement will prevent me, my personal representatives, heirs and assigns from filing suit against either Aliso Ranch or ARS. I also understand and agree that this Release of Liability and Indemnification Agreement will be valid forever.

I understand and agree that I can board horses at other facilities and that I can participate in the activities offered at ARS and Aliso Ranch at such other facilities. Nevertheless, recognizing the existence of similar recreational opportunities at other facilities, I have knowingly and voluntarily decided to sign this Release of Liability and Indemnification Agreement and have agreed to be bound by it.

I understand and agree that I may not allow any guests to enter or be present at ARS or Aliso Ranch unless each such guest has signed this Release of Liability and Indemnity Agreement. If any such guest fails to sign this Release of Liability and Indemnity Agreement and makes a claim for damage or injury to person or property or death or files a lawsuit against ARS or Aliso Ranch, their owners, operators, directors, officers, employees and agents, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Aliso Ranch and ARS, their owners, operators, directors, officers, employees and agents from any and all damages, costs, or attorney's fees arising out of or connected in any way with such guest's claim or lawsuit.

I have received a copy of the ARS Rules and Regulations and, having reviewed them, I agree to comply with them. I understand and agree that these Rules and Regulations are fully applicable to my guests and that I am responsible for ensuring that such guests comply with the Rules and Regulations. I understand that the Rules and Regulations may be modified from time to time and I agree that I and my guests will comply with all such modifications. I understand and agree that my failure, or the failure of any of my guests, to follow the Rules and Regulations may be grounds for immediate denial of access to ARS and Aliso Ranch.

I hereby acknowledge and agree that no oral or written representation or warranty of any kind has been made to me regarding the condition of ARS or Aliso Ranch, the activities at Aliso Ranch, or the risks and hazards that I may encounter at ARS and/or Aliso Ranch that is contrary in any way to the provisions of this Release of Liability and Indemnification Agreement.

I understand and agree that this Release of Liability and Indemnification Agreement is severable and that if any portion of it is found to be invalid, the balance of this agreement remains valid, binding and enforceable. This agreement shall be governed by the laws of the State of California.

I have read, understand and voluntarily execute this Release of Liability and Indemnification Agreement and intend that I and my heirs, personal representatives and assigns be bound by it.

Date: _____ Signature: _____

IF THE PERSON SIGNING THIS AGREEMENT IS A MINOR, HIS/HER CUSTODIAL PARENT OR LEGAL GUARDIAN MUST READ AND EXECUTE THE MINOR'S RELEASE AND MEDICAL AUTHORIZATION BELOW.

MINOR'S RELEASE AND MEDICAL AUTHORIZATION

I hereby warrant and represent that I am the custodial parent or legal guardian of _____, a minor. **I have read, understand and voluntarily execute this Release of Liability and Indemnification Agreement on behalf of myself and on behalf of the minor. I understand and agree that I, the minor, our heirs, personal representatives and assigns shall be bound by it.**

I hereby consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to the minor under the general or specific instruction of any physician or hospital. It is understood that this consent is given in advance of any specific diagnosis or treatment which may be required but is given to encourage ARS's staff, hospital staff, and physicians to exercise their best judgment as to the requirements of such diagnosis or treatment. The undersigned shall pay all fees for doctors, hospital, ambulances and other medical charges reasonably and necessarily incurred. This medical authorization shall be in full force and effect until it is withdrawn in writing by the minor's parent or legal guardian or the minor reaches age 18.

Date: _____

Signature of parent or Guardian: _____