

**Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement**

**Happy Horse Happy Life .**

I, \_\_\_\_\_ (participant) fully understand that any horse riding and horse related activities are very dangerous activities. I wish to participate in these activities knowing that they are dangerous. I accept and assume all risks of injury or death to me or my property and I represent and warrant that I have the authority to provide this Release, and certify as follow:

To the fullest extent allowed by law, I hereby forever release and discharge Happy Horse Happy Life Inc. Linda Parelli. And employees , and anyone providing land for their use, their agents, heirs, or spouses (Releasees) FROM ANY LIABILITY to the undersigned, our personal representative, assigns, heirs, and next of kin (Releasors) for any loss or damage and any claim or demands therefore on account of injury to the person or property of the undersigned or resulting in the death of the undersigned, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE of THE RELEASEES OR ANYONE while the undersigned is participating in any activity arranged or sponsored by the Releasees. I understand and acknowledge that any horse riding and horse related activities as described about have inherent dangers which no amount of care, caution, instruction nor expertise can eliminate. I VOLUNTARILY ASSUME FULL REponsibility FOR ALL RISKS OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN HORSEBACK RIDING ACTIVITIES, INCLUDING THE RISK OF PASSIVE OR ACTIVE NEGLIGENCE ON THE PART OF THE RELEASED PARTIES OR HIDDEN, LATENT OR OBVIOUS DEFECTS AT ANY PROPERTY MADE AVAILABLE TO OR BY THE RELEASEES FOR SAID ACTIVITIES.

To the fullest extent allowed by law, I WAIVE ANY RIGHT TO PRESENT ANY LEGAL CLAIM OR SUIT against the Releasees, whether based on negligence, breach of contract, breach of warranty, strict product liability, dangerous condition of property, or any other legal theories.

To the fullest extent allowed by law, I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Happy Horse, Happy Life Inc. Linda Parelli. And Employees and anyone providing land for their use, their agents, heirs, or spouses (Releasees) FROM ANY CLAIM made by any person for personal injury, including death or property damage, which claim in any way arise out of or is in any way related to my participation with any horse riding or horse-related activity.

This document is a legally binding contract which supersedes any other agreement or representation by or between the parties and which is intended to provide a comprehensive Release of Liability and Agreement not to Sue. The undersigned further expressly agrees that the forgoing Release and Waiver of Liability Covenant Not to Sue and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY, CONVENANT NOT TO SUE AND INDEMNITY AGREEMENT and further agrees that no oral representation, agrees that should any dispute arise between the parties arising from or relating to this Release and Waiver of Liability, Covenant Not to Sue and Indemnity Agreement, that the undersigned agrees to have the matter submitted to arbitration and waives any right of trial by jury.

Furthermore, I agree to cover any damages made to the property as caused by myself or my horse.  
\_\_\_\_\_Initial

I HAVE READ THIS RELEASE.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ 2021

Printed: \_\_\_\_\_