## Release Form - Sabo Eventing LLC and Newport Mesa Riding Center

| Nan      | ne of Rider:Birth Date:   |
|----------|---|
| Cell     | Phone: Home Phone:  |
| Add      | lress:  |
| E-N      | fail  |
| Nan      | nes of Parent/Spouse or Responsible Adult for Emergency and Financial contact purposes:   |
| 1)_      | Phone:  |
| Rela     | ationship   |
| 2)_      | Phone:  |
| Rela     | ationship   |
| Pare     | ent/Spouse E-Mail   |
| 2.       | I AM AWARE AND UNDERSTAND THAT THE HANDLING, CARE AND RIDING OF HORSES ARE<br>INHERENTLY HAZARDOUS ACTIVITIES AND I AM VOLUNTARILY PARTICPATING IN SUCH<br>ACTIVITES WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED.<br>I UNDERSTAND THAT EQUESTRIAN ACTIVITIES ARE A HIGH RISK SPORT AND THAT I AM<br>PARTICIPATING AT MY OWN RISK. I HEREBY ASSUME THIS RISK AND FURTHER DO HEREBY<br>RELEASE AND HOLD HARMLESS BRIAN AND LISA SABO, SABO EVENTING LLC, THE NEWPORT<br>MESA PONY CLUB, THE NEWPORT MESA RIDING CENTER AND THEIR AGENTS, EMPLOYEES,<br>INDEPENDENT CONTRACTORS FROM ALL LIABILITY FOR NEGLIGENCE RESULTING IN ACCIDENTS,<br>DAMAGE, INJURY OR ILLNESS TO MYSELF AND TO MY PROPERTY, INCLUDING THE HORSE OR<br>HORSES THAT I RIDE.<br>I am aware and understand that horses are powerful, unpredictable and potentially uncontrollable animals. All<br>horses, even those that are well trained and appear calm and docile, may and will buck, rear, kick, bite, run and bolt<br>uncontrollably, without warning. I am aware that serious bodily injury, disability or death can occur to anybody in |
| 4.<br>5. | the vicinity of horses.<br>I agree that I choose to participate voluntarily in the Equestrian activity as a rider, lessee, owner, agent, coach, and<br>trainer or as a parent or guardian of a junior/minor rider/student.<br>The undersigned Owner/Agent/Rider/Student/Coach/Trainer/Parent or Guardian shall abide by all rules and<br>regulations of Newport Mesa Riding Center or your local stables, barn or trainer, Brian and Lisa Sabo, Sabo<br>Eventing LLC, Newport Mesa Riding Center, Newport Mesa Pony Club and/or any other facility we are working at.   |
| 6.       | If I have not seen the rules and regulations it is my responsibility to find them.<br>The undersigned Owner/Rider/Student/Parent or Guardian shall assume all responsibility and risk arising out of<br>engaging in or participating in equestrian activities at Newport Mesa Riding Center or your local stables, barn or<br>trainer, Brian and Lisa Sabo, Sabo Eventing LLC, Newport Mesa Riding Center, Newport Mesa Pony Club and/or<br>any other facility we are working at. The undersigned Owner/Rider/Student/Parent or Guardian shall hold Brian<br>Sabo, Lisa Sabo, Sabo Eventing LLC their agents, employees, independent contractors and/or their students harmless<br>from all damages or liability for and injury to person, injury to horse, damage to personal property or for wrongful<br>injury or death except to the extent that such damages are caused solely by the gross negligence or willful<br>misconduct of the released parties.   |
| 7.       | The undersigned Owner/Rider/Student/Parent or Guardian does for him/herself, his/her heirs, executors,<br>administrators, and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid   |

administrators, and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute and/or present any claim for personal injury,

property damage or wrongful death against Brian Sabo, Lisa Sabo or Sabo Eventing LLC, Newport Mesa Riding Center, Newport Mesa Pony Club their agents, employees, independent contractors and/or their students for any of said causes of action.

- 8. The undersigned will by signing this document promise to indemnify Brian and Lisa Sabo, Sabo Eventing LLC, Newport Mesa Riding Center, Newport Mesa Pony Club for any and all damages, verdicts, judgments, expenses, costs and attorney fees which they may incur in defending themselves against such claims. The undersigned will by signing this document promise to indemnify Brian Sabo, Lisa Sabo and Sabo Eventing, Newport Mesa Riding Center, Newport Mesa Pony Club for any and all damages, verdicts, judgments, expenses, costs and attorney fees that they may incur in defending themselves against such claims.
- 9. The undersigned agrees that this release forms an agreement to the full extent permitted by California law and is intended to be broad and inclusive, and that if any portion of this agreement is held by a court of competent jurisdiction to be invalid, the balance of this agreement shall remain in full legal force and effect
- 10. The undersigned of this release agrees that Brian and Lisa Sabo and Sabo Eventing LLC are released and forever discharged from any and all liabilities while trailering your horse. The undersigned releases all claims, demands, actions, which are related to, rise out of, or are in any way connected with the transport of the owner's horse. The undersigned and/or horse owner further agrees, promises and covenants on to sue, assert or otherwise maintain or assert any claims against Sabo Eventing LLC or its drivers, for any injury, death, disease, or damage to the undersigned horse arising from or in connection with the transport, care or feeding of horse or from any claims asserted by other third parties.
- 11. The undersigned of this release agrees that Brian and Lisa Sabo, Sabo Eventing LLC, Newport Mesa Riding Center, Newport Mesa Pony Club and independent contractors and employees working at our facilities are not responsible for any and all missing or stolen equipment, articles of clothing or personal property. The signer should carry insurance to cover such losses.
- 12. Any dispute, claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in state of California before an arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 13. The undersigned agrees to pay all invoices and lesson fees. The lesson packages are to be paid at the beginning of the package of lessons and the package is expected to be used within a 4 week period. The lesson packages can be extended longer than 4 weeks for travel and sickness must be discussed with Lisa Sabo. The lease horse program: If the lessee wants to cancel lease they must give 30 day written notice. The Horse Training program: The owner must give 30 day written cancelation to stop training. Tack room charges are monthly. Extra feed charges are billed at the end of the month. All fees are to be paid.
- 14. The undersigned agrees to our 24-hour cancellation policy. Any scheduled activity, lesson or service must be cancelled a minimum of 24 hours before the activity via text message at 949.244.8615 or they will be charged in full.

Rider Signature (over 18 years old): \_\_\_\_\_ Date: \_\_\_\_\_

By signing this agreement as a parent or legal guardian, I am agreeing to its terms on behalf of myself and my minor child or ward, and I am consenting to the minor child's participation in the activities described in this agreement and in any other activities related thereto, and acknowledging that I understand that any and all risk and liabilities, whether known or unknown, are expressly assumed by me and all claims, whether known or unknown, are expressly waived in advance.

| Print Parent/Legal Guardian's Full Name |  |
|---|--|
|---|--|

Parent or Guardian Signature (under 18): Date: