

Equine Activity Release and Hold Harmless Agreement

I. PERSONAL INFORMATION

Participant name is _____ . (I am at times referred to herein as "Participant"). It is my desire to lease or use a horse owned or leased by Mimi Mansour ("Mansour"), on and about the premises commonly known as Moss Beach Ranch ("Moss Beach") in Half Moon Bay, California, and offsite at other locations to participate in various activities, which may include the following:

- Use of Equipment and Riding Gear
- Horseback Riding
- Roping
- Trail Riding
- Pony Parties
- Play Days
- Pony Camp
- Artwork
- Games
- Eating and Drinking
- Participating in events offsite of Moss Beach with Mansour
- Leasing
- Gymkhanas
- Interaction with various animals
- Feeding and care of animals
- Riding Lessons
- Ground work
- Mounting, riding, walking, boarding, feeding, and grooming
- Interaction with other horses, dogs, and other animals

It is my desire to have Mansour provide or be involved in some or all of the activities mentioned above and/or other horse and nonequine related activities. All of these activities are, whether taking place at the Moss Beach Ranch or at other locations, hereinafter collectively referred to as ("Ranch Activities"). I understand that the execution of this Equine Activity Release and Hold Harmless Agreement is a condition to permission to participate in such activities. Horses, ponies, mules and donkeys are all referred to as "equine".

II. THIS RELEASE IS A LEGAL DOCUMENT

This Equine Activity Release and Hold Harmless Agreement is hereinafter referred to as (the "Agreement"). The parties to this Agreement are, on one hand, myself, my heirs, my personal repetitive, and all others who may claim by or through me at any time, including any representative(s) of my Estate, and on one hand, Mansour, and any equine or animal owner, manager, employee, agent, representative, assign, contractor, shareholder, officer, director, subsidiary, affiliate, heir, parent, relative, friend, helper, equine lessee or lessor.

III. VOLUNTARY CHOICE

I acknowledge that Ranch Activities can be dangerous, and there are risk involved in my participation. I can be seriously injured or even killed as a result of my participation. Horses may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, spook, jump obstacles, step on a person's feet, push or shove a person -all which may cause the rider to fall or be jolted, resulting in serious injury or death. I understand that because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance, horseback riding, boarding, and the handling of and just being around horses in general are dangerous activities and involve risk that may cause serious injury, property damage or death.

Nevertheless, I desire to participate, and I have come to participate of my own free will, and not due to any inducement or duress whatsoever. I understand that part of the required consideration for being allowed to participate in the Ranch Activities is my execution of all provisions of this Agreement.

IV. NATURE OF SPORT AND ASSUMPTION OF ALL ASSOCIATED RISK

I understand that Ranch Activities **are dangerous calculated risk** activities, which can, and sometimes do, result in **serious, permanent bodily injury or death** to its participants or spectators. I understand that I can be injured or **killed even if I do everything as I was instructed to do**. I assume the risk and danger of injury, property damage, or death inherent in the use of the horse, equipment and gear provided for my use at Moss Beach, provided by Moss Beach, Mansour, myself or anyone else, and any incident caused by, related to, or incident to being on or around horses. I am accepting these and all other accompanying risk in order to be allowed to participate of my own free will and with full understanding of the possible consequences and potential dangers.

V. RELEASE AND WAIVER OF ALL CLAIMS

For valuable consideration including, but not limited to, the opportunity to participate in riding, caring for and/or being near and/or around horses, I, for myself, my heirs, representatives, assigns, successors, administrators and anyone else claiming by or through me hereby expressly release, discharge, promise not to sue, hold harmless for, and waive any and all claims (including but not limited to claims for property damage, personal injury or death), whether foreseeable or not – arising from negligence, carelessness, strict liability, or otherwise which I may presently or at any time in the future possess against anyone associated with Ranch Activities, including, but not limited to: Mansour, and any equine owner, manager, heir, employee, agent, representative, assign, contractor, shareholder, officer, director, subsidiary, affiliate, heir, parent, friend, helper, equine lessee or lessor, any promoters, participants, horse association, sanctioning organization or any subdivision thereof, arenas operator, arenas owner, officials, horse owners, caretakers, horseback riding instructors, stable crews, any persons in any restricted areas, sponsors, advertisers, owners and lessees of any premises used to conduct the event (at Moss Beach or elsewhere) and each of them, their officers and employees (all of whom are hereinafter collectively referred to as the “Released Parties”) that are involved in my participation with which the Released Parties have any connection with Ranch Activities.

This Release and Waiver is meant to and shall apply to any and all claims, causes of actions, demands, or sums of money that I may be entitled to from any of the Released Parties as consequence if any type of damage (whether personal or property), loss, death or injury I, or my heirs, representatives or anyone claiming by or through me has or may in the future have as a consequence of Ranch Activities, and regardless of whether the claim, cause of action or demand is grounded in negligence, tort, contract or any other legal bases for recovery other than intentional conduct specifically intended to injure me. For the avoidance of doubt, this includes claims of negligence in connection with assessing riding experience and ability, including training, instruction on riding skills, supervising riders, selecting horses, and maintenance, care and fit or adjustment of riding equipment.

VI. HEALTH INSURANCE

Participant agrees to assume the inherent risks in Ranch Activities, agrees to at all times to be responsible for his/her personal health and safety, to purchase and maintain his/her own health and liability insurance, remain financially responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Ranch Activities.

VII. INDEMNIFICATION

I hereby agree to indemnify, defend and hold harmless the Released Parties from any and all claims for personal injury or property damage that may be caused by me or any horse being used by me.

VIII. HELMET

I understand that safety helmets are available, and that I have been encouraged to wear such a helmet. I will assume the responsibility of notifying Mansour if I want to wear a safety helmet when participating in horse activities. Participant is not relying on Released Parties to provide a helmet, check the helmet for proper fitting or monitor the wearing of a helmet at any time.

IX. CONSENT OF PARENT/GUARDIAN

If participant is under the age 18, a parent or guardian must sign this Agreement.

X. COVENANT THAT THE EVENTS COVERED BY THIS AGREEMENT ARE NOT ULTRA HAZARDOUS NOR DO THEY INVOLVE A PUBLIC SERVICE

I hereby affirm that, while dangerous and risky, the Ranch Activities are not ultra-hazardous activities for which one can be held strictly liable, nor are they activities that serve the public good or are in the public's interest. Rather, they are recreational activities in which I am voluntarily participating for my own enjoyment.

XI. NOTICE OF OPPORTUNITY TO CONSULT LEGAL COUNSEL

I understand that I am in no way obligated to sign this Agreement and, further, that I **am free to seek the advice of independent legal counsel** at my own expense prior to signing this Agreement and that any advice, suggestions, or statements made by any of the Released Parties are not binding upon them unless they are set forth in this Agreement.

XII. CONSENT TO USE OF PHOTOGRAPHS IN ADVERTISING

I have been informed that pictures may be taken during Ranch Activities by Mansour and her employees, helpers, or other Mansour clients and friends, and such photographs may be used in social media and other advertisements. I hereby consent to Mansour's use of any photographs taken during my patronage at or around Moss Beach or other locations.

XIII. AGREEMENT TO BE INTERPRETED IN FAVOR OF THE RELEASED PARTIES

I understand that this Agreement applies to all phases of my involvement in Ranch Activities, and it is my intention that this document be broadly construed in favor of any and all of the Released Parties and **against me** and that any and all ambiguities in it be resolved in favor of the Released Parties.

XIV. FOLLOWING RULES

I agree to abide by and follow any instructions given or rules established by Mansour and her employees, assistants and helpers.

XV. FORUM

The laws of the State of California shall govern the interpretation and effects of this agreement. The parties agree that San Mateo County, California is the only appropriate forum for any action relating to this Agreement. Participant submits to the jurisdiction and venue of the Court for such purpose. Participant agrees that this Release does not expire, that any and all claims and/or causes of action for Loss by Participant must be brought within one (1) year of the date accrued. Participant agrees to reimburse Released Parties for all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Release and/or defending or prosecuting any claims or causes of actions involving or in any way relating to Participant. Participant agrees to waive trial by jury in any action with Released Parties.

XVI. SEVERABILITY

In the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

XVII. PARTICIPANT

I have carefully read this entire Agreement, without any time constraints being placed upon me, and fully understand and agree to be bound by its contents. I am aware that by signing this Agreement, **I am giving up important legal rights, including the right to recover damages in case of injury, property damage or death, and I understand this Agreement is an agreement not to sue and a release and indemnity for all claims, and it is my intention to do so freely and there has been no coercion or duress of any type for me to sign this document.**

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

ADDRESS: _____

EMAIL: _____

XVIII. MINORS

We, the undersigned parents/guardian of, for and in consideration of our child's participation in Ranch Activities at Moss Beach, state that we have read the Agreement, waiver, and release written above, and we expressly agree that the terms and conditions of said Agreement, waiver, and release shall apply to and be binding upon us and our minor child insofar as it pertains to his or her participation and to any injury or damage said minor child may sustain or cause as a result of said participation in Ranch Activities or other horse related activities. By signing below, parents/guardian hereby agrees to assume full responsibility for Participant while engaging in Ranch Activities (including the decision to wear a helmet) and agrees to defend, hold harmless and indemnify Released Parties with respect to any injury suffered or caused by Participant.

Executed this ____ day of _____ at (City) _____, State _____

Parent of Guardian Signature: _____

Relationship to minor: _____

EMERGENCY CONTACT: _____

Name/relationship: _____ Phone number: _____

MM Horses LLC Group Lesson Contract

This agreement is entered into between MM Horses LLC and _____ (student name or parent name, if student is a minor).

1. MM Horses has a limited number of lesson horses available at any given time. MM Horses also has a waitlist of students who wish to participate in its group lesson program. In order to make the group lesson program economically viable for MM Horses while optimizing access to the program to those students fully committed to horseback riding, MM Horses has a payment structure which is tuition based, rather than based on each hourly lesson completed by each student. Cancellations of a lesson for any reason in the group lesson program results in lost income for MM Horses and lost opportunities for potential students of the program.
2. This contract is to clarify the payment structure for group lessons and the responsibilities and obligations of participants.
3. Current group lesson prices consist of a lump sum monthly fee, calculated to be \$65 per lesson times the number of possible lessons per week in each month, which is due the first week of every month.
4. All lessons must be paid for at the beginning of the month via cash, check, PayPal, or Zelle.
5. Returned checks and late payments are subject to a \$25 fee.
6. Termination of the monthly group lessons (with the related payment) requires at least a two week prior written notice of termination.
7. Monthly fees are due regardless of absences for any reason, including illness or last-minute change of plans. There shall be no refunds for absences.
8. If group lessons are canceled by MM Horses for any reason, a credit of \$65 for each such lesson will result, to be used toward the next monthly payment due.
9. Parents and students agree to arrive on time to their lessons and to arrange for students to be picked up at the conclusion of their lessons on time. Early arrival and late pickups are each subject to a \$25 fee, without prior consent and agreement from MM Horses.

10. Within six months of beginning lessons, all students are expected to own riding boots with heels.
11. Students must abide by all rules of the riding program for their safety, as well as for the safety of the horses, other riders and onlookers.
12. Students are expected to treat horses, staff, other students and equipment with care and respect. Failure to do so may result in removal of the student from the program at MM Horse's sole discretion.

Students name: _____

Parents name: _____

Phone number: _____

Email address: _____

Parent or Guardian signature: _____

Date: _____

MM Horses LLC

Date: _____

By: Mimi Mansour

Its: _____

Equine Activity Release and Hold Harmless Agreement

Name of person entered in horse and non-horse related activities:

Please Print

1. I hereby enter at my own risk, and have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Moss Beach Ranch, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, and or feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Moss Beach Ranch, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Moss Beach Ranch from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Moss Beach Ranch.
3. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
4. I recognize and agree that I know which equine professional(s) I will be working with and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.
5. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.
6. Moss Beach Ranch has my permission to use my or my child's photograph publicly to promote the Ranch. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Signature

Date

Minors must have the following liability signed by their parents or legal guardians:

We the undersigned parents/guardian of, for and in consideration of our child's participation in horse related activities at Moss Beach Ranch, state that we have read the waiver and release written above and we expressly agree that the terms and conditions of said waiver and release shall apply to and be binding upon us and our minor child insofar as it pertains to his or her participation and to any injury or damage said minor child may sustain or cause as a result of said participation in horse related activities.

I do declare under penalty of perjury that the foregoing is true.

Executed this _____ day of at (City) _____ State _____

Parent or Guardian Signature _____

Relationship to minor _____

Students and parents - Please read and abide by the following rules as we strive to give everyone a safe and fun learning experience.

Rules and regulations are in place for the safety of all riders and horses.

Riding Attire Policy

Students agree to come dressed to ride in proper riding attire consisting of:

1. Long pants. Any style is fine. No shorts, dresses, or skirts are to be worn during lessons.
2. Shoes: Riding boots or any sturdy closed-toed shoe with a smooth sole and defined heel. **Under no circumstances will students wearing platform shoes with or without heels or sandals be allowed to participate in ANY Equine Activities.**
3. We have a small selection of kids riding boots available to use.
4. Tops: We ask that students wear short or long-sleeved shirts.
5. Please bring the appropriate accessories for the weather/season (gloves, sweaters, sunscreen, hats, water bottle, etc.).
6. Riding Helmet: An ASTM/SEI approved riding Helmet must be always worn while participating in mounted Equine Activities. Helmets are provided in various size and style options. **Under no circumstances should riders wear bike helmets.**

Guest Policy

Any adults or children that accompany you or your child to the stable from this day forward are your sole responsibility. MM Horses, LLC and Moss Beach Ranch are not responsible for any injury or damages to guests and will not be held liable. We request that guests stay in the designated seated areas.

For safety reasons, spectators must remain outside of the arena while lessons or equine activities commence, and all children must remain under direct supervision by parent or guardian at ALL TIMES.

Weather & Cancellation Policy

Lessons will be held in light rain. Lessons will be cancelled due to heavy rain, extreme wind, thunderstorms and/or lightning, other severe weather or if the ground is too wet to work in.

If lessons are cancelled for any reason, including severe weather, students will be given a credit for the next session. In the event that classes are cancelled, students will be notified via text message.

If the lesson ends due to bad weather but at least half of the lesson is completed, this is still considered a complete lesson.

Barn Rules

1. Children **MUST** be supervised by a parent or legal guardian at **ALL** times.
2. For safety reasons, spectators must remain outside of the arena while lessons or equine activities commence, and all children must remain under direct supervision by parent or guardian at **ALL TIMES**.
3. Children age 13 and over may be dropped off for activities with trainer's consent.
4. **Listen to your trainer and follow their instructions at all times. Riders not following instructions or acting in an unsafe or disrespectful manner will be asked to dismount or cease activity immediately. This rule is for your safety, the safety of other participants, and the horse's well-being.**
5. All riders regardless of age, participating in mounted activities at MM Horses, LLC **MUST** wear an ASTM approved riding helmet at all times while mounted for lessons, activities or ranch events.
6. Do not enter arena or horse stalls/pens unless specifically instructed by your trainer.
7. All dogs **MUST** be on leash while on the property **AT ALL TIMES**.
8. Please respect this property. Place trash in designated bins.

9. **No running, screaming, loud noises, or horseplay. This includes while in direct contact with the horse as well as while in areas around the horses.**
10. Please refrain from opening umbrellas while lessons are in progress as they can cause the horses to spook.
11. Ask before petting ANY of the horses or animals.
12. **DO NOT** feed ANYTHING to the horses. This includes any hay found on the ground. We appreciate your help in keeping our horses safe and healthy!
13. When approaching a horse, speak softly so as not to startle it. A frightened horse may kick or pull back.
14. **Approach horse from the side, never from directly in front or behind them.**
15. Horses are to be tied in designated areas only.
16. Never cross in front of the horse while it is tied up.
17. After you enter any gate, close and latch it behind you.
18. **Do not let tack drag in the dirt or leave bridles/reins on the ground. Please return your tack/supplies to the tack room when you are finished using them.**

By signing below, I acknowledge that I have read and fully understand all the policies and rules put in place by MM Horses. I (print name)

_____ have read the above stated rules and policies on this _____ day of _____ (month), 20_____ (year) and agree to follow them in their entirety.

Signature

Signature of parent or guardian if under 18 years of age