

Sunny Hill Farm, LLC  
720 North Gate Road  
Mail: 41 Comistas Court, Walnut Creek, CA 94598  
Tel: 925-943-6548  
Fax: 925-256-7965

### HORSE BOARDING AGREEMENT

This Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_ (month/year), (the “Effective Date”), by and between \_\_\_\_\_ (“Horse Owner”) and SUNNY HILL FARM LLC a California Limited Liability Company (herein referred to as “Sunny Hill”).

#### RECITALS

A. Sunny Hill owns that certain real property located at 720 North Gate Road, Walnut Creek, California (herein the “Property”) which Property includes horse boarding facilities.

B. Horse Owner owns a horse or horses which are described on Exhibit “A” attached hereto. Such horse or horses are herein referred to as the “Horse Owner’s Horse(s).”

C. Horse Owner has requested the right to board Horse Owner’s Horse(s) at the Property and Sunny Hill has agreed to allow Horse Owner to board his or her horse(s) at the Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Horse Owner and Sunny Hill hereby agree as follows:

1. Horse Owner hereby agrees that upon its arrival on the Property, Horse Owner’s Horse(s) shall be free of any infectious, contagious or transmissible diseases. In the event Horse Owner’s Horse(s) brings any such disease to Sunny Hill, Horse Owner shall indemnify, defend and hold Sunny Hill and the “Sunny Hill Indemnities,” as that term is defined in Exhibit “D” attached hereto, harmless from and against any and all costs, damage, or liability which Sunny Hill incurs as a result of or in connection with any such condition.

Upon the Effective Date, Sunny Hill shall provide one (1) stall for each horse owned by Horse Owner which is subject to this Horse Boarding Agreement. Additionally, Sunny Hill shall provide for each such horse(s) twice a day feeding, daily cleaning (manure removal) and fresh bedding.

2. Horse Owner shall pay to Sunny Hill a monthly boarding fee of \$ \_\_\_\_\_ per month for each horse Horse Owner keeps at the Property. All such monthly fees shall be due and payable in advance on the first day of each calendar month. Said monthly fee may be adjusted at any time by Sunny Hill by providing thirty (30) days advance written notice to Horse Owner. The fee for the first month shall be paid in advance and shall be prorated based upon the number of days remaining in the month when the horse begins boarding at the Property.

Horse Owner shall pay a security deposit to Owner of \$ \_\_\_\_\_ upon the execution of this Agreement. Sunny Hill shall have the right to apply the security deposit against any unpaid boarding fee or any other costs which are payable by Horse Owner to Sunny Hill or to offset any other obligation Horse Owner owes to Sunny Hill.

3. In the event any such monthly boarding fee is not paid within ten (10) days following the first day of each calendar month, Horse Owner shall pay to Sunny Hill a late fee of \$10.00 per day for each day after the tenth day of the month that such monthly boarding fee has not been paid.

4. Horse Owner will reimburse Sunny Hill within ten (10) days after receipt of a billing for all charges related to the care and maintenance of Horse Owner's Horse including, but not limited to, any veterinary charges, medical expenses, farrier work, hauling and transportation charges, and related items incurred by Sunny Hill.

5. Horse Owner shall be allowed to park one (1) horse trailer, no larger than a trailer with the capacity to transport two (2) horses, on the Property to the extent that there is space available to do so in the sole determination of Sunny Hill. In the event Horse Owner wishes to park a vehicle on the Property with the capacity to transport more than two (2) horses, Horse Owner shall be required to make special arrangements with Sunny Hill for such purpose and such arrangements may be made by Sunny Hill only to the extent that Sunny Hill concludes in its sole determination that there is room available on the Property to do so.

Notwithstanding anything herein contained to the contrary, however, in no event shall Sunny Hill or the "Sunny Hill Indemnities" have any liability to Horse Owner whatsoever for the care or supervision of any vehicle or horse trailer parked on the Property. Horse Owner hereby acknowledges that the release and indemnity provisions contained in Exhibit "D" attached hereto shall specifically apply to any and all vehicles parked on the Property for any period of time.

Sunny Hill is hereby authorized to take whatever action it deems necessary in its reasonable discretion for Horse Owner's Horse including but not limited to proper vaccinations, foot care, and other emergency and non-emergency veterinary needs and Horse Owner shall be required to pay for all such expenses upon notification by Sunny Hill that such expenses were incurred. Horse Owner hereby specifically authorizes Sunny Hill to use its discretion and judgment regarding any care Sunny Hill reasonably believes is necessary for Horse Owner's Horse. Sunny Hill shall make a good faith effort to contact Horse Owner prior to incurring any charges for Horse Owner's Horse on behalf of Horse Owner.

6. Sunny Hill shall have the right to refuse to allow any person to have access to Horse Owner's Horse without specific authority to do so from Horse Owner.

7. Horse Owner hereby acknowledges receipt of a copy of the Sunny Hill Barn Rules which are attached hereto as Exhibit "B" and agrees to abide by all such rules and regulations. Horse Owner hereby agrees that Sunny Hill shall have the right to modify such Barn Rules as it deems reasonably appropriate from time to time without the approval of Horse Owner or any other party.

8. Horse Owner agrees to keep all immunizations for Horse Owner's Horse current, to have his or her horse wormed in conjunction with any worming program carried on by Sunny Hill or authorized trainer(s), to have such horse's teeth checked regularly and treated if necessary at least twice each calendar year.

9. In the event Horse Owner wishes to allow any minor children of Horse Owner to have access to Horse Owner's Horse at Sunny Hill, Horse Owner shall provide a written consent for such use by such minor for Sunny Hill on the form attached hereto as Exhibit "C."

10. Neither Sunny Hill, its members, employees, agents, or affiliates, including but not limited to affiliated trainers, (collectively "North Gate Indemnities") shall be liable to Horse Owner or any person for any damages of any kind to Horse Owner, Horse Owner's children, family members, friends or guests, Horse Owner's Horse, any vehicle or horse trailer parked for any length of time on the Property, or any of Horse Owner's other property including horse tack in connection with the loss of, damage to or death of the horse or in connection with the loss or damage to any such vehicle, horse trailer, or other property, or which arises out of or in connection with the boarding, training, or use of Horse Owner's Horse whether or not any such activities take place on the Property and whether or not such damage is caused by fire, theft, the escape of the horse, the behavior of such Horse Owner's Horse, or any other horse, or any other cause whatsoever whether or not caused solely or partially by any intentional act or negligence of Sunny Hill, or the other Sunny Hill Indemnities whether or not Horse Owner's Horse was on the Property. Horse Owner shall also execute the "Release and Indemnification Agreement" attached hereto as Exhibit "D" concurrently upon the execution of this Horse Boarding Agreement. Horse Owner hereby acknowledges that the provisions contained in Exhibit "D" attached hereto are specifically made a part of and incorporated into this Agreement.

11. Sunny Hill shall have a lien on the Horse Owner's Horse for all unpaid charges owing to Sunny Hill in connection with this Horse Boarding Agreement. Horse Owner agrees that in the event any charges are not paid when due, Sunny Hill may exercise its lien rights and in connection therewith may dispose of Horse Owner's Horse for any and all unpaid charges at a public or private sale after fifteen (15) days notice to Horse Owner of such unpaid charges. In the event such sale does not result in a sufficient sales price to pay such charges, plus costs of sale and reasonable attorneys' fees, Horse Owner shall pay to Sunny Hill on demand the difference; in the event the sale results in a greater sale price than is necessary to pay such charges plus costs of sale and reasonable attorneys' fees, Sunny Hill shall forthwith pay such excess to the Horse Owner. Sunny Hill may at any time detain Horse Owner's Horse until all such charges are paid.

12. In the event any legal action to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees incurred in connection with such action, including all experts' fees.

13. Either party may terminate this Agreement at any time upon giving fifteen (15) days prior notice to the other party. The giving of any notice pursuant to this paragraph shall not release Horse Owner from its obligations under this Agreement which accrue prior to the termination of this Agreement.

14. All references herein to “days” shall mean and refer to calendar days.

15. All of the exhibits attached hereto are specifically incorporated herein by reference and are specifically made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first set forth above.

**HORSE OWNER:**

\_\_\_\_\_

**SUNNY HILL FARM, LLC**, a limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "A"

**OWNER, HORSE AND VEHICLE INFORMATION**

Name of Owner \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

email address \_\_\_\_\_ is email a good way to communicate with you?  Yes  No

Horse No. 1

Date Horse will arrive at Sunny Hill Farm LLC \_\_\_\_\_

Name of Horse \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_

Breed \_\_\_\_\_ Registered? Y N Color \_\_\_\_\_

Is Horse insured?  Yes  No Type of Insurance: Mortality Major Medical Both

Name/Phone of Insurance Company: \_\_\_\_\_

Condition, Defects, Special Marks, Description \_\_\_\_\_

Name of Person Other Than Owner Authorized to Ride \_\_\_\_\_  
(will be required to sign separate Exhibit "D")

Horse No. 2

Date Horse will arrive at Sunny Hill Farm LLC \_\_\_\_\_

Name of Horse \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_

Breed \_\_\_\_\_ Registered? Y N Color \_\_\_\_\_

Is Horse insured?  Yes  No Type of Insurance: Mortality Major Medical Both

Name/Phone of Insurance Company: \_\_\_\_\_

Condition, Defects, Special Marks, Description \_\_\_\_\_

Name of Person Other Than Owner Authorized to Ride \_\_\_\_\_  
(will be required to sign separate Exhibit "D")

Horse No. 3

Date Horse will arrive at Sunny Hill Farm LLC \_\_\_\_\_

Name of Horse \_\_\_\_\_ Sex \_\_\_\_\_ Age \_\_\_\_\_ Height \_\_\_\_\_

Breed \_\_\_\_\_ Registered? Y N Color \_\_\_\_\_

Is Horse insured? \_\_\_ Yes \_\_\_ No Type of Insurance: Mortality Major Medical Both

Name/Phone of Insurance Company: \_\_\_\_\_

Condition, Defects, Special Marks, Description \_\_\_\_\_

Name of Person Other Than Owner Authorized to Ride \_\_\_\_\_  
(will be required to sign separate Exhibit "D")

Veterinarian \_\_\_\_\_ Phone \_\_\_\_\_

Farrier \_\_\_\_\_ Phone \_\_\_\_\_

Horse Trailer: Make \_\_\_\_\_ License \_\_\_\_\_

Vehicle Information: Make \_\_\_\_\_ Model \_\_\_\_\_ License \_\_\_\_\_

EXHIBIT "B"

**SUNNY HILL FARM LLC BARN RULES**

- \*Smoking on the Property is prohibited.
- \*Helmets must be worn by riders under 18 years old when riding, and by all riders who are jumping.
- \*Riders, while riding, must wear boots with heels.
- \*No one is permitted to jump a horse without the on site and direct supervision of an authorized trainer.
- \*Dogs must be on leashes at all times, and owners are responsible for "cleaning up" after their dogs.
- \*The barn closes at dusk. Arena lights must also be turned off at 9:00 p.m. due to restrictions of the use permit.
- \*The quarterly de-worming and vaccination program will be coordinated by trainer(s) and all horses must stay current.
- \*The last person to leave the barn at night is responsible for turning off the inside barn lights.
- \*Stall guards are not allowed, and stall doors must be closed if horses are inside.
- \*Horses are not to be tied to stall doors or stall fronts. Tie rings are available in each stall.
- \*All wraps, towels, and saddle pads should be stored in tack trunks or on saddle racks, instead of the stall door blanket racks.
- \*Each horse must have a halter and lead rope hanging on their stall door.
- \*One standard size tack trunk per horse is permitted in the aisle way, and all trunks must be on a stand to prevent maggots and rodents underneath the trunks.
- \*All feed and supplements must be kept in a deer and rodent proof container outside the barn with the other feed containers.
- \*Any boarding suggestions, concerns, or requests should be discussed with Jennifer Grubb, not with Sunny Hill Farm LLC employees.
- \*There are to be no barn or equipment modifications without the approval of Sunny Hill Farm LLC.

EXHIBIT "C"

**PARENT OR LEGAL GUARDIAN REPRESENTATION AND WAIVER**

The undersigned parent(s) or guardian of \_\_\_\_\_ for and in consideration of our child's participation in horse related activities at Sunny Hill hereby represent to Sunny Hill that I/we have read the "Release and Indemnification Agreement" attached as Exhibit "D" to the Horse Boarding Agreement between the undersigned as Horse Owner and Sunny Hill and that all of the terms set forth in such waiver and release shall apply to and be binding upon us and our minor child with regard to our minor child's participation in Horse Related Activities on or about the Property as defined in the Horse Boarding Agreement and to any injury or damage said minor child or others may sustain or cause to any other persons or property as a result of such participation. The undersigned further warrants and represents to Sunny Hill that the undersigned has adequate health and accident insurance for such minor child. The undersigned hereby represents to Sunny Hill that the undersigned will take all safety precautions which the undersigned believes are appropriate in connection with our child's participation in horse related activities at the Property and that the undersigned has not relied on the advice or supervision of Sunny Hill or any Sunny Hill Indemnities whatsoever in connection with the use of the undersigned's horse by the undersigned's child.

All of the capitalized terms used herein and not specifically defined herein shall have the same meanings as set forth in the Horse Boarding Agreement.

Executed this \_\_\_ day of \_\_\_\_\_ (month/year).

\_\_\_\_\_

EXHIBIT "D"

**RELEASE AND INDEMNIFICATION AGREEMENT**

THIS CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT ("Release") is entered into by the undersigned in favor of SUNNY HILL FARM LLC, its members, owners, agents, employees, trainers, and other persons or entities affiliated with Sunny Hill Farm (collectively, "Released Parties" or "Sunny Hill Indemnities," as the case may be). In consideration of my being permitted by Sunny Hill Farm to participate in the sport of horseback riding, horse jumping and/or the boarding of horse(s) at the Property of Sunny Hill Farm LLC (herein the "Property"), and to use the facilities at the Property (whether or not such use is on a pay basis), I acknowledge and agree as follows:

1. HAZARDOUS ACTIVITY. I AM AWARE AND UNDERSTAND THAT THE BOARDING, HANDLING, CARE, AND RIDING OF HORSES ARE INHERENTLY HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, AND BEING IN THE VICINITY OF SUCH ACTIVITIES, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND I ASSUME ALL RISK THEREOF. I am aware and understand that horses are powerful, unpredictable, and potentially uncontrollable animals. All horses, even those that are well trained and appear calm and docile, may and will, among other things, buck, rear, kick, bite, run and bolt uncontrollably, without warning, and without apparent cause or in response to external stimuli (such as wind, sound, or movement of people, other horses, other animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger or reflex actions in the horse, I am aware and understand that serious permanent bodily injury and disability or death of myself, or others within the vicinity of horses, may result from the handling, care or riding of horses, or being in the vicinity of horses, and that horses and other property belonging to me or others may be, as applicable, killed, injured, or damaged.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY (INCLUDING PERMANENT BODILY INJURY AND DISABILITY), ILLNESS, DISEASE OR DEATH TO MYSELF, MY FAMILY MEMBERS, AND TO ALL OTHER PERSONS, AND ALL FINANCIAL LOSSES, INJURY, DAMAGES, DESTRUCTION AND LOSS OF MY HORSE, MY OTHER PROPERTY AND OTHER PERSONS, ARISING FROM THE BOARDING, HANDLING, CARE OR RIDING OF HORSES AT THE PROPERTY BY ME OR OTHER PERSONS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO BE INSTRUCTED IN THE PROPER METHODS OF HANDLING AND RIDING A HORSE AND THAT I SHOULD WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES WHILE RIDING HORSES, INCLUDING, WITHOUT LIMITATION, A HELMET AND RIDING BOOTS.

2. CONDITIONS AT THE PROPERTY. I am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) and bicycles

continuously enter and exit the Property in close proximity to the areas, and in the same areas, in which horses are kept, groomed, and ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the Property. People are working, walking, running, riding, and handling horses, lunging and “turning out” horses. Dogs bark, children play, flags and other objects wave, and other activities, conditions and distractions occur at or near the Property, all on a daily basis, and in close proximity to horses. Such items, activities, conditions, and objects may cause horses to react in an unpredictable and dangerous manner without warning. I ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME OR ANY OTHER PERSONS ANY TO MY HORSE OR PROPERTY AND TO OTHER PERSON’S HORSE OR PROPERTY, FROM ANY SUCH REACTION OF MY OR ANY OTHER HORSE. I am aware and understand that the riding rings at the Property are either uncovered or only partially enclosed, and that rain or run-off may enter the rings causing the riding surface to become slippery. The slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the rings, roads, fields, and other grounds and fields at the Property may at any time be wet, icy, slippery, rutted, eroded, or rocky, or contain rodent holes. I HEREBY ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS TO MYSELF AND TO ANY OTHER PERSON, AND TO MY HORSE OR PROPERTY, AND TO ANY OTHER PERSON’S HORSE AND/OR PROPERTY WHETHER OR NOT SUCH HORSES OR PROPERTY ARE UNDER MY CONTROL, AS IS CAUSED BY OR RESULTING FROM THE CONDITIONS OF THE RIDING SURFACE OF THE RIDING RING, GROUNDS, AND FIELDS AT THE PROPERTY AND RIDING, TRAINING, OR EXERCISING HORSES IN SUCH RINGS, GROUNDS, OR FIELDS, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR OTHERWISE.

3. RIDING LESSONS. If I participate in riding lessons at the Property, I agree that I and not the instructor, or any other person, am responsible for maintaining control of the horse I ride.

4. EMERGENCY VETERINARY CARE. If my horse, or another horse in my possession or under my control, becomes sick or injured, it may be necessary (or appear reasonably necessary) for immediate veterinary first aid or care to be administered. It may also be necessary to transport such a horse to a veterinary clinic or other facility at which veterinary care may be administered. I agree that Sunny Hill, or their owners, agents, and/or employees may administer, or arrange for first aid to my horse, and any other horse in my possession or under my control, and may transport such a horse to a veterinarian or veterinary care facility. I further agree that if any of the Released Parties reasonably believe that my horse or any other horse in my possession or under my control require emergency veterinary care, and they are unable to contact me in such an emergency situation, they may, at my expense and risk, call a veterinarian of their choice to administer veterinary care to such a horse. Any such care or transportation shall be at my expense and risk, and I agree to compensate Sunny Hill at prevailing and customary rates for such care and transportation. I understand and agree that nothing in the Release creates any duty on the part of Sunny Hill, or any of their employees to administer any type of aid to, arrange for transportation for, or obtain veterinary care for my horse, or any other horse in my possession or under my control.

5. PERSONAL PROPERTY. I agree that if I bring any personal property to the Property, and if I store or leave any personal property at the Property (including property left in any tack room), I will do so at my own risk and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person other than a Released Party) or theft of any such property.

6. AGREEMENT NOT TO SUE. I HEREBY AGREE THAT I, MY HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS WILL NOT MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF, THE RELEASED PARTIES, and each of them, for any loss or damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or any other person as a direct or indirect consequence of my participation, or the participation of any other person, in the handling, care, or riding of horses, or the use of the facilities at the Property, or the transportation of my horse, or any other horse, for veterinary care, or the administration of any aid or veterinary care to any such horses, or failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise.

7. RELEASE. On behalf of myself, my heirs, distributees, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, EITHER IN LAW OR IN EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me or by any other person as a direct or indirect consequence of my participation in the handling, care, or riding of horses, or the use of the facilities of the Property, or the transportation of my horse, or any other horse, for veterinary care, or the administration of any aid or veterinary care to any such horses, or failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise; provided that nothing in the Section 7 shall be deemed to release any Released Party from liability arising from (a) his own willful injury of me or any other person or any property, (b) his own fraud or (c) his own violation of any law.

8. The undersigned hereby agrees that it shall never bring any lawsuit or other legal action against Sunny Hill or any of the Releasees as a result of or in connection with my participation in horse related activities on or about Sunny Hill and I hereby agree to release Sunny Hill and the Releasees from and against any and all known and unknown claims, liabilities, damages and costs. I hereby expressly waive any rights I may have under California Civil Code section 1542 which states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE

MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” \_\_\_\_\_ (INITIALS)

9. INDEMNIFICATION. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses (including, but not limited to, attorneys fees) arising from or in connection with the injury, illness or death of myself or any person whom I bring or invite to the Property, or otherwise permit to be in the vicinity of any horse in my possession or under my control, or the damage, destruction, or loss of any of my or his property.

10. SPONSORS AND INVITEES. I AGREE THAT I WILL NOT PERMIT ANY PERSON TO RIDE MY HORSE AT THE PROPERTY UNLESS SUCH PERSON HAS DULY SIGNED AND DELIVERED TO SUNNY HILL A FORM OF THIS RELEASE OR OTHER APPLICABLE FORM REQUIRED BY SUNNY HILL RULES. I AGREE THAT THE DAMAGES TO THE Released Parties that may arise from a breach of my agreement under this Paragraph include (a) the liabilities that would have been released under this Release and (b) the costs and expenses of defending the claims, suits, and demands that such a person would have agreed not to make or institute under this release, and I agree to indemnify, defend and hold harmless each of the Released Parties from and against all such liabilities, costs, and expenses.

11. REPRESENTATIONS AND WARRANTIES. I represent and warrant that (a) I HAVE READ THIS RELEASE CAREFULLY, AND I FULLY UNDERSTAND ALL OF IT’S TERMS AND PROVISIONS; (b) I am 18 years of age or older, and am legally competent to enter into this Release; (c) no promise, inducement, or agreement has been offered or made to me in connection with my execution and delivery of this Release; and (d) I HAVE KNOWINGLY AND VOLUNTARILY EXECUTED AND DELIVERED THIS RELEASE AT MY OWN RISK AND INITIATIVE, AND MY OWN FREE WILL, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL AND EQUITABLE LIABILITY. IN THE EVENT OF ANY LITIGATION, THIS RELEASE MAY BE RAISED AS A DEFENSE THERETO, AND AS A WAIVER AND RELEASE OF, LEGAL RIGHTS THAT MIGHT OTHERWISE BE ASSERTED BY ME OR BY MY RESPECTIVE HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS. \_\_\_\_\_ (INITIALS)

12. SEVERABILITY. If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provisions shall be excluded from this Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with it’s terms.

13. In the event any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of all attorneys fees and expert costs.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

PLEASE PRINT:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE (H) \_\_\_\_\_

TELEPHONE (O) \_\_\_\_\_

TELEPHONE (Cell) \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_