

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

NON-RESIDENT RELEASE AND INDEMNIFICATION AGREEMENT

The undersigned wishes to participate in horse-related activities on or about the property located at 720 North Gate Road, Walnut Creek, California (herein the "Property"). The undersigned has or wishes to enter into a training agreement with one or more trainers who provide horse training at the Property. Sunny Hill Farm, LLC is willing to grant permission to the undersigned to engage in various horse-related activities on or about the Property only in the event the undersigned first executes this Release and Indemnification Agreement.

SUNNY HILL FARM, LLC HEREBY NOTIFIES ALL PERSONS WHO MAY REVIEW THIS DOCUMENT THAT THEY DO NOT HAVE ANY PERMISSION TO COME ONTO THE PROPERTY TO ENGAGE IN ANY HORSE-RELATED ACTIVITIES WHATSOEVER UNTIL AND UNLESS THIS RELEASE AND INDEMNIFICATION AGREEMENT IS EXECUTED BY THE UNDERSIGNED WITHOUT AMENDMENT OR MODIFICATION.

THIS CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT ("Release") is entered into by the undersigned in favor of SUNNY HILL FARM, LLC ("Sunny Hill"), its members, owners, agents, employees, trainers, and other persons or entities affiliated with Sunny Hill Farm, LLC (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, 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. FURTHER, I AGREE THAT PRIOR TO ANY OF MY/OUR MINOR CHILDREN RIDING ANY HORSE AT THE PROPERTY I WILL EXECUTE EXHIBIT "A" ATTACHED HERETO.

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 any of the Sunny Hill Indemnities 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 the Sunny Hill Indemnities 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 any of the Sunny Hill Indemnities 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 this 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 any Sunny Hill Indemnities or any of the Released Parties as a result of or in connection with my participation in horse-related activities on or about the Property and I hereby agree to release the Released Parties 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 FARM, LLC A FORM OF THIS RELEASE OR OTHER APPLICABLE FORM REQUIRED BY SUNNY HILL FARM, LLC 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. FEES. I understand that I will be responsible for a non-resident ring fee of \$20.00 per day and/or such other fees for temporary use of stalls or turnouts as Sunny Hill Farm, LLC may set. Sunny Hill Farm, LLC, in its sole discretion, may change fees subject to 30-day notice of such change. Further, I understand that Sunny Hill Farm, LLC in its sole discretion may, at any time and without advance notice, cancel my permission to engage in various horse-related activities on or about the Property, notwithstanding anything herein contained to the contrary.

12. 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; (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; (e) I agree prior to bringing my horse or any horse onto the Property (i) all of its vaccinations will be current and (ii) the horse(s) will be free of infestations, contagious or transmissible diseases. Further, if it is determined that other horses have become diseased or need veterinary care as a result of contact with my horse(s) I assume responsibility for paying the cost of treating such disease and of such care; and (f) that I have read Sunny Hill Farm, LLC barn rules (Exhibit "B") and agree to abide by such rules and as such rules may be amended in the sole discretion of Sunny Hill Farm, LLC.

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)

13. 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.

14. 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 _____

EXHIBIT "A"

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 on or about the real property located at 720 North Gate Road, Walnut Creek, California (the "Property") hereby represent to Sunny Hill Farm, LLC ("Sunny Hill") that I/we have read the Non-Resident Release and Indemnification Agreement between the undersigned 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 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 or the Non-Resident Release and Indemnification Agreement, as the case may be.

Executed this ___ day of _____ (month/year).

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.