



Horse Rides and Petting Zoo -Waiver and Liability Release

PLEASE READ CAREFULLY AND THOROUGHLY BEFORE SIGNING

This is a waiver of your legal rights and an agreement to hold harmless, The Dingle Family Farm and Stables, Horse Rides and Petting Zoo's Owners and Operators.

In consideration of The Dingle Family Farm and Stables, Jason and Christina Dingle 'Owner' allowing me,

Print Legal Guardian Name: _____

For Minor(s): _____

hereinafter 'Event Attendee'

to voluntarily participate in horse related and farm animal related activities. Including but not limited to horseback riding, as well as any and all interaction and handling of the various farm animals provided in the petting zoo, including but not limited to pigs, goats, sheep, chickens, ducks, turkeys, etc. It is agreed on behalf of the event attendee and for his/her heirs, assigns and representatives, (hereinafter collectively 'event attendee') that:

1. ASSUMPTION OF RISK Event Attendee is aware that riding, handling or working with a horse is very dangerous, with a high risk of serious injury or death, to both the Event Attendee and the horse(s). THERE ARE INHERENT RISK OF PROPERTY DAMAGE, INJURY OR DEATH in this activity that no amount of care, caution, instruction, or experience can eliminate. Such dangers include but are not limited to, being thrown from or falling off the pony, being kicked, bitten, stomped on, run into, run over, attacked, equipment failure, etc. Event Attendee is also aware that any interaction or handling of farm animals is an unpredictable activity. Such dangers can include but are not limited to being stepped on, bitten, kicked, dragged, run into, head butted, jumped on, etc. _____/_____ INITIALS

2. ASSUMPTION OF RISK – Event Location and Nature Conditions In addition to the above risks, Event Attendee understands and accepts that event locations are out of the Owners control and are subject to the Event Host's provisions. Such risks include but are not limited to lose dogs, horses and other animals, unpredictable event activities that may cause unpredictable behavior from ponies and animals, etc. NATURES CONDITIONS include but are not limited to, earthquakes, fire, lightning, thunder, extremely heavy winds, rain, snow, sleet, hail, mud, etc. Event Attendee FREELY ASSUMES ANY ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF OWNERS. _____/_____ INITIALS

3630 Brown Road

Oakley, CA 94561 (925)383-7294

3. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE In consideration for being permitted to participate in horse related and animal related activities by Owner, **EVENT ATTENDEE TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND NOT TO SUE OWNERS** for any injuries or property damage caused by or resulting from any access to Owners ponies or farm animals, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF OWNERS NEGLIGENCE.**

_____/_____ INITIALS

4. INDEMNITY AGREEMENT Event Attendee agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY AND HOLD HARMLESS OWNERS** from any and all losses, claims, actions, causes of actions or proceedings of any kind which may be initiated by Event Attendee or by any other person or organization on Event Attendee’s behalf, including demands for damages, judgments, costs, loss of services, or expenses arising from activities contemplated by this agreement, including but not limited to reasonable attorney fees incurred by Owner.

_____/_____ INITIALS

EVENT ATTENDEE IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT. EVENT ATTENDEE FURTHER EXPRESSLY AGREES THAT THE FOREGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

_____/_____/_____
SIGNATURE OF EVENT ATTENDEE DATE

LIST PARTICIPATING MINOR(S) AND AGES

_____(_____)_____
-PHYSICAL ADDRESS PHONE

CITY, STATE, ZIP

Email