

PMB Stock Co. Inc.

Circle Bar B Stables

Release of Liability and Waiver of Rights Agreement: Please Read and Sign

I hereby make application for rental of a horse. I am a:

☐ Beginner Rider

☐ Good Rider

☐ Excellent Rider

All riders have the option of using a helmet for the duration of the ride.

☐ I DO NOT request a helmet

☐ I REQUEST a helmet and will not mount a horse until I ask for and am provided a helmet.

In consideration of the acceptance of my application to hire, use, handle and ride the horses, mules or ponies owned or provided by the Circle Bar B Stables, I HEREBY WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR A DEATH, PERSONAL INJURY, OR FOR PROPERTY DAMAGE which I may have, or hereafter may accrue to me or my heirs, as a result of my participation in this activity.

BY SIGNING THIS LIABILITY RELEASE AND WAIVER OF RIGHTS AGREEMENT, I AGREE NOT TO SUE OR BRING A CLAIM AGAINST CIRCLE BAR B GUEST RANCH, CIRCLE BAR B STABLES, PMB STOCK CO INC., CIRCLE BAR B RANCH RESORT INC., ITS OWNERS, EMPLOYEES, OR AGENTS IF I AM INJURED AND OR DAMAGED IN ANY WAY FOR ANY REASON, EVEN IF DUE TO THE SOLE NEGLIGENCE OF THE CIRCLE BAR B STABLES, ITS OWNERS, EMPLOYEES, OR AGENTS. THIS INCLUDES ANY DAMAGES AND OR INJURIES CAUSED BY ANY MISTAKES AND/OR MISJUDGEMENTS MADE BY THE EMPLOYEE GUIDING THE RIDE.

I understand that I am participating voluntarily with full knowledge that the activity of horseback riding can cause me emotional and/or physical injury including loss of life. Knowing the potential risks of this activity, use of the equipment and use of the premises, I agree to assume all such risks and I further agree to release in advance Circle Bar B Stables, Circle Bar B Guest Ranch, Circle Bar B Ranch Resort Inc., PMB Stock Co., and all owners, employees, entities and agents associated with Circle Bar B Guest Ranch from any and all liability. I agree to give up all rights that I may have, or my heirs may have, to bring a legal action (file a claim or lawsuit) to the fullest extent allowed by law for any injury and/or damage I may suffer for any reason connected with my participation in horseback riding at the Circle Bar B Ranch. I know and understand that this release applies EVEN THOUGH THE LIABILITY MAY BE CAUSED OUT OF THE SOLE NEGLIGENCE OR SOLE FAULT ON PART OF CIRCLE BAR B STABLES OR ANYONE CONNECTED WITH THE CIRCLE BAR B RANCH OR THE CONDITION OF THE LAND AND ALL MAN MADE STRUCTURES. THIS INCLUDES THE LACK OF ON-SITE MEDICAL CARE OR TREATMENT, AND THE FAILURE OF ANY EQUIPMENT INVOLVED IN HORSEBACK RIDING. I understand this is a remote wilderness trail ride with steep inclines, creek crossings, dropoffs, and rugged terrain. I am solely responsible for the handling, control, and actions of the horse I am riding. IN OTHER WORDS, I VOLUNTARILY ASSUME THE RISK OF ANY INJURY, HOWEVER CAUSED, I MAY SUFFER AT THE CIRCLE BAR B RANCH EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE RELEASED PARTIES SET FORTH ABOVE.

I agree that I am solely responsible for any injury I may sustain, including death, and that this release fully applies to me regardless of any physical or mental conditions I may have including being overweight or obese. Specifically I am solely responsible for any medical expenses, including medical treatment, assessment, medical transportation, or evacuation. Furthermore, I agree to indemnify or repay Circle Bar B Stables for any damages I may cause or sustain, either directly or indirectly, by my participation in the activity of horseback riding while at the Circle Bar B Ranch.

The conditions set forth in this agreement are the conditions that apply to me to enter upon the private Property of the Circle Bar B Ranch and to participate in the activity of horseback riding. I agree to accept and abide by the rules and instructions of the Circle Bar B Stables and its employees and the terms and conditions of this agreement. I understand and agree that this release is binding on my heirs, personal representatives and assignees forever. In any claim, proceeding or lawsuit arising out of the matters covered by this contract or the alleged breach of this contract, the prevailing party shall be entitled to recover from the non-prevailing party his/her reasonable attorneys' fees and costs incurred in the prosecution or defense of the matter as authorized by section 1717 of the California Civil Code. This release also applies to people riding their privately owned horses.

By my signature hereto I acknowledge HAVING READ AND UNDERSTOOD THIS AGREEMENT.

Rider's Signature _____ **Date** _____

PLEASE PRINT:

Rider's Name: _____ **Phone:** _____

Address: _____

Email: _____

*If I am signing this agreement as a parent or legal guardian of a child under the age of 18, so that a child may be able to use or ride a horse, mule or pony then I AGREE TO INDEMNIFY AND HOLD HARMLESS THE CIRCLE BAR B STABLES AND ITS OWNERS, AGENTS AND EMPLOYEES FROM ANY CLAIM FOR INJURIES, DEATH, OR DAMAGE BROUGHT BY THE CHILD that is caused by the use, the handling or riding of horses, mules and ponies owned or provided by Circle Bar B Stables. I also agree to accept and be bound by all of the terms and conditions of this entire agreement. The undersigned represents that he/she is either the parent or legal guardian of the child identified in this agreement and that the minor child represented in this agreement is at least 7 years of age or older.

Parent/Legal Guardian Signature: _____ **Printed Name:** _____