

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, \_\_\_\_\_ (Participant), acknowledge that I have voluntarily applied to participate in the following activities at the Madonna Inn, Inc., Madonna Properties, LLC ("Madonna Inn"):

ALL EQUINE EVENTS (PRACTICES INCLUDED) HELD AT THE MADONNA INN.

I AM AWARE THAT THE ABOVE DESCRIBED ACTIVITIES ARE HAZARDOUS ACTIVITIES AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: X\_\_\_\_\_ (Participant initials)

If participant is less than 18 years of age: X\_\_\_\_\_ (Parent or Legal Guardian initials)

As consideration for being permitted by Madonna Inn, Inc. and Madonna Properties, LLC ("Madonna Inn") to participate in these activities and use their facilities, I hereby agree that I, my assignees, heirs, distributes, guardians, next of kin, spouse & legal representatives will not make a claim against, sue, or attack the property of Madonna Inn, Inc, Madonna Properties, LLC ("Madonna Inn"), or any of their affiliated organizations as a result of my participation in the activities described above. I forever release the Madonna Inn, Inc, Madonna Properties, LLC, and Madonna Inn or any of their affiliated organizations from any and all actions, claims, or demands that I, my assignees, heirs, distributes, guardians, next of kin, spouse & legal representatives now have or may hereafter have for injury or damage resulting from my participation in the activities described above.

ATTORNEYS' FEES AND COLLECTION COSTS.

Should any legal action, arbitration or other proceeding be brought as a result of a dispute between the parties in connection with or arising out of the execution of this Agreement, or the obligations set forth herein, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled. The person(s) signing this contract recognize that they are liable for the full amounts due and owing as a result of the event or function. Any legal action, arbitration or other proceeding brought under this Agreement shall be filed or held in San Luis Obispo County.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND MADONNA INN, INC, MADONNA PROPERTIES, LLC, AND MADONNA INN AND/OR THEIR AFFILIATED ORGANIZATIONS AND SIGN IT ON MY OWN FREE WILL.

If signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and the Participant understood them.

Executed at San Luis Obispo, California on \_\_\_\_\_, 20\_\_

X\_\_\_\_\_ (PARTICIPANT SIGNATURE)

X\_\_\_\_\_ (PARENT OR LEGAL GUARDIAN SIGNATURE)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.