

**SOMERSET FARM**  
**FEDERICA BEATRICE AND ANTON BERTEAUX**  
8680 Wintu Way, Winters, CA 95694 (530) 795-3600

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF, AND AGREEMENT TO, ITS TERMS. BY SIGNING THIS AGREEMENT YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES, LANDLORDS AND AGENTS ("THE RELEASEES").**

I, \_\_\_\_\_, (and my minor child \_\_\_\_\_), hereinafter the "Undersigned", reside at (street address) \_\_\_\_\_, in (city) \_\_\_\_\_, (state) \_\_\_\_\_ (zip) \_\_\_\_\_. In consideration for allowing me (or my minor child) to handle and ride a horse on or off Somerset Farm (hereinafter the "Farm"), and for allowing me to visit the Farm, participate in activities or use the amenities of the Farm, including, but not limited to, the swimming pool, the walking paths, parking areas or other area or equipment not heretofore mentioned, and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, the Undersigned hereby:

Acknowledge that a horse or mule may, with or without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet or body, push or shove a person, saddles or bridles or other tack may loosen or break, all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.      (Initial here \_\_\_\_\_)

**ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.      (Initial here \_\_\_\_\_)

Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse, or the failure to wear a protective helmet and boots when riding a horse, or the use of saddles, bridles, equipment, gear and tack provided to me by Releasees.      (Initial here \_\_\_\_\_)

Agree that prior to riding or engaging in any activity at the Farm, the Undersigned has inspected the facilities, including, but not limited to, paths, pastures, turn outs, bathrooms, pools, jumps, arena and fences, and deemed to be in safe condition and free of hazards which, among other things, could cause a horse or person to fall, stumble, and/or otherwise injure itself or others. By riding a horse, handling a horse, being in close proximity to a horse and/or by engaging in any activity horse or non-horse related at the Farm the Undersigned represent that such facility is deemed safe. (Initial here \_\_\_\_\_)

Acknowledge that the Farm might have, at any time, unprotected, unfenced areas, including but not limited to, the pool, the shop by main house, the storage areas behind the arena, any barbed wire fence, and any area under construction, where a loose horse might run through and stumble, fall, break a leg or die. Furthermore, equipment and machinery, large or small, including but not limited to tractors, bulldozers, back-hoes, harrows, disks, seeders, equipment trucks, trailers, mowers, and golf carts, driven by the Farm's Releasees, independent contractors, other boarders, utility companies, neighbors or guests, as well as any other animal on the farm such as, but not limited to dogs, cats, goats, donkeys, cows, llamas, birds, and coyotes, wild or owned by the Releasees, independent contractors, boarders, utility companies, neighbors or guests, could spook or upset a horse causing it to buck, fall, kick, and run loose, all of which might cause the rider to fall and result in serious injury or death, and might cause the horse to run loose and collide with the aforementioned equipment and/or machinery and to run through the aforementioned unfenced, unprotected areas. (Initial here \_\_\_\_\_)

The moment that the Undersigned's horse, whether in a vehicle or on foot, enters the Farm, the Undersigned agrees to RELEASE, DISCHARGE AND PROMISE NOT TO SUE for all bodily injury and property damage the Undersigned's horse may incur including, but not limited to, sickness, disease, theft, injury or death. This includes, but is not limited to, all bodily injury and property damage against the Farm including those arising out of negligence on part of Releasees, the Farm's agents and/or employees. (Initial here \_\_\_\_\_)

The Undersigned fully understands that the Farm does not carry any insurance on any horses not owned by it for boarding or any other purposes, whether public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with any reason for which the horse is on the Farm are to be borne by Undersigned. Farm strongly recommends Undersigned obtain equine mortality insurance applicable to the Undersigned's horse(s). (Initial here \_\_\_\_\_)

The Undersigned shall procure and maintain in full force and effect during the time the Undersigned's horse is on the Farm a policy of liability and property damage insurance with limits of not less than \$100,000.00 per occurrence on the Undersigned and the horse(s) and shall provide to Farm a certificate of such insurance. Farm shall be named an additional insured under such policy. (Initial here \_\_\_\_\_)

**RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Releasees for any loss, damage, injury

(including death) or cost to me or my child arising out of the handling or riding of a horse or being in close proximity to a horse or simply being on the Farm, or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment, gear, and tack provided by the Releasees .

(Initial here \_\_\_\_\_)

Release the Releasees from any claim that such Releasees were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit, or adjustment of saddles or bridles, instruction on riding skills, or leading and supervising riders, or the use of any equipment provided by the Releasees or simply being on the Farm, which resulted in loss, damage, injury or death. (Initial here \_\_\_\_\_)

**INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse, or being in close proximity to a horse, or the failure to wear a protective helmet when riding a horse, and/or use of saddles, bridles, equipment, gear and tack provided therewith from or contributed to by my or my child's own negligence. . (Initial here \_\_\_\_\_)

Agree to abide by, and follow any instructions given, or rules established by, the Releasees or any of its employees, guides, wranglers, or trainers with regard to my or my child's riding or handling of the horse, or being in close proximity to a horse, or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment, gear and tack provided therewith, or simply engaging in any activity at the farm. (Initial here \_\_\_\_\_)

Agree that the Undersigned has read and understands the following language of Section 1542 of the California Civil Code which provide "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor." Having reviewed this provision, the Undersigned nevertheless waives the application of section 1542 of the Civil Code and voluntarily releases the Releasees from all liability for claims arising out of the matters set forth herein. **THE UNDERSIGNED UNDERSTAND AND ACKNOWLEDGE THAT THE SIGNIFICANCE AND CONSEQUENCES OF THIS WAIVER OF SECTION 1542 OF THE CIVIL CODE IS THAT EVEN IF THE UNDERSIGNED SHOULD EVENTUALLY SUFFER DAMAGES ARISING OUT OF THE ABOVE DESCRIBED ACTIVITIES, THE UNDERSIGNED WILL NOT BE PERMITTED TO MAKE ANY CLAIM FOR THOSE DAMAGES.** The Undersigned understands the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown, foreseen or unforeseen, patent or latent, and specifically but non-exclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action. Furthermore, I acknowledge that I intend these consequences even as to claims for injury or damages that

may exist as of the date of the release, but which I may not know exist, and which, if known, would materially affect my decision to execute this release, regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause. (Initial here \_\_\_\_\_)

The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State Of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. (Initial here \_\_\_\_\_)

Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Farm or its owners, agents, employees, guides, wranglers or trainers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Farm in defending such an action. (Initial here \_\_\_\_\_)

In consideration for admission to SOMERSET FARM, the Undersigned agrees to obey and be bound by its Rules and acknowledges receipt of a copy of said Rules. (Initial here \_\_\_\_\_)

**IT IS REQUIRED THAT I, MY CHILD AND ALL RIDERS WEAR A PROTECTIVE HELMET that conforms to current ASTM/SEI specifications at all times while riding at Somerset Farm. Furthermore it is required that a body protector vest meeting ASTM standard F-1937-98 be worn when jumping on the cross country course. (Initial here \_\_\_\_\_)**

**I have read this document. I understand it is a promise not to sue and to release and indemnify the Farm, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse, engage in any activity on/at the Farm, or simply be on the Farm. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding, horse handling experience, and visiting the Farm, and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**