

HDV GENERAL RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ARBITRATION AGREEMENT

READ CAREFULLY BEFORE SIGNING

In consideration for the right and privilege to use the facilities of and/or enter upon the premises operated/leased by HACIENDA DEL VALLE CORP at 12640 North Little Tujunga canyon Road, Lake View Terrace California, (Hereinafter referred to as such or "RANCH") and all parts and appurtenances thereto; and regardless of whether or not any fee or charge may be required therefor, the undersigned do/does agree hereby jointly and severally, singly and collectively, to release, absolve, indemnify, defend and hold harmless Hacienda Del Valle Corp and its directors, owners, partners, officers, employees, agents, invitees, related persons and entities, persons and entities With an ownership interest in Hacienda Del Valle Corp, persons and entities with an ownership interest in the property and/or facilities, and another person or entity connected therewith (Hereinafter collectively referred to as Hacienda Del Valle Corp. or RANCH} of and from any and all liability, damages, obligations, responsibilities, claims, or rights of action for bodily injury, property damage, emotional distress or any other form or kind of injury or damage or incidents arising from, related to, or incidental to this agreement; unless due to the sole and exclusive negligence of RANCH. The Undersigned's agreement to indemnify, defend and hold harmless RANCH includes, but is not limited to: incidents relating to conditions on the property, acts or omissions of negligence of any person or entity, incidents relating to the handling, riding, or observation of horses and horse related activities or any other use or activity relating to this agreement.

The Undersigned further agrees to hold harmless, defend and indemnify RANCH from claims of any kind of the Undersigned's guests, contractors, agents, independent contractors, and relations, except when the claim arises from the sole and exclusive negligence of RANCH. The Undersigned further agrees to hold harmless, defend and indemnify RANCH from any claim of others relating to the Undersigned or the Undersigned's guests, contractors, agents, independent contractors, and relations.

The indemnification, holding harmless, and assumption of defense of RANCH by the Undersigned also includes, but is not limited to all claims arising from any breach or default in the performance of any obligation on the Undersigned's part.

The Undersigned shall also indemnify, defend and hold harmless RANCH and the other entities and persons listed immediately above for any amounts not paid for by Client's insurance or beyond the policy limits of the Undersigned's insurance, or if it is for some reason determined that no insurance is available to the Undersigned.

Consistent with this agreement, RANCH shall also not be liable for any damages arising from any act or neglect of any other boarder, trainer, guest, client, or persons present at RANCH, and the Undersigned herein agrees to hold RANCH harmless and waive any claims against RANCH for any damages or injuries caused by any such persons or entities.

It is understood and contemplated that the undersigned will observe and/or participate in the use of horses for riding, instruction, drilling, jumping, exhibiting, gymkhana events, or other activities; and the undersigned further acknowledges that they have been advised of and are aware of and know the risks and dangers necessarily involved in all such activities or from just being present on the premises of RANCH, and have voluntarily and knowingly exposed themselves to all such risks and dangers, and hereby specifically assume said risks and dangers, and agree and promise to hold all the above-named persons and entities being released herein harmless from any and all liability, obligations, responsibility, damages, injuries, claims, or rights of action that may, could, or might result therefrom. The undersigned further agrees to indemnify and defend the above named persons and entities being released herein, including all costs and fees of defense incurred, except in cases of the sole and exclusive negligence of RANCH.

If the undersigned is a trainer or boarder, then the undersigned herein also contracts and agrees that in addition to the above release, indemnification, and defense of the above listed persons and entities, he/she will also indemnify, defend, and hold harmless the above listed persons and entities from any claims, liability, or damages asserted by others related to the undersigned, such as guest's of the undersigned, or clients of the undersigned if the undersigned is a trainer. The Undersigned further agrees that if the Undersigned is a trainer; the Undersigned will obtain and carry general liability insurance in an amount not less than \$1,000,000.00, and shall name Hacienda Del Valle Corp and the property owners as additional insureds. The undersigned will make a copy of said insurance policy available to Hacienda Del Valle Corp, upon request.

The undersigned also acknowledges(s) that they are the parent, guardian, custodian, or in charge of the minor child or ward named directly above their signature and do hereby knowingly and willingly permit and consent to said child or ward being present on said premises and observing or participating in any and all of the activities hereinabove mentioned or that may be connected to or associated therewith; and do further specifically release and absolve; on behalf of themselves and the minor or ward, all the above named persons and entities of and from any possible injury or damage to said minor child or ward as fully and completely provided in the preceding paragraphs of this GENERAL RELEASE. The Undersigned further specifically agrees and promises to indemnify and hold harmless all the above-named persons and entities of and from any and all liability, obligation, or rights of action that may, could, or might result therefrom or be asserted by any such minor or ward or his or her parent or guardian as undersigned or otherwise, including specifically all costs of defense incurred therein.

DISPUTES/ARBITRATION:

It is expressly agreed and contracted herein that any controversy or claim arising out of or relating to this contract, or the breach thereof, in which the amount in controversy is equal to or exceeds five thousand dollars (\$5,000.00) shall be settled by arbitration administered by the American Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

It is expressly agreed and contracted herein that in no event shall the arbitrator(s) be empowered to assess punitive damages, and any punitive damages assessed as part of an award shall not be enforceable under this Agreement.

Arbitrators will be chosen utilizing AAA's standard procedure, i.e.1 they shall be chosen from a list provided by the case administrator, with the administrator inviting persons to serve from the names remaining on the list, in the designated order of mutual preference. For arbitrations in which the amount in controversy is \$100,000.00 or less, the parties herein agree that one neutral arbitrator shall be utilized, who shall be an attorney or judge. For arbitrations in which the amount in controversy exceeds \$100,000.00, three (3) neutral arbitrators shall be selected, with a minimum of two being a judge or attorney.

COSTS OF SUIT/ATTORNEY'S FEES

In the event of any action, proceeding, or arbitration arising out of or based upon this Agreement, the prevailing party shall be entitled to the costs and disbursements of such action, arbitration, or proceeding including reasonable attorneys fees, expenses, and all other costs of the matter.

In the event such court proceeding or arbitration shall take place while a BOARDER or TRAINER remains on RANCH premises, then the acceptance of rent and other charges by RANCH shall not constitute a waiver of its rights or a concession of any of its claims or contentions.

TRAINER agrees herein to obtain a contract from TRAINER'S clients with the same arbitration requirements as set forth above. TRAINERS and BOARDERS agree herein that they shall inform RANCH of any new clients, guests, or others whom they expect to be or are on the premises, and will cooperate with and assist RANCH in presenting releases to said persons and obtaining their signatures.

Initial In consideration for admission to the premises, the undersigned agrees to obey and be bound by its Rules and acknowledges receipt of a copy of said Rules.

ALL PERSONS/ RIDERS THAT BRING HORSES ON PROPERTY ARE RESPONSIBLE FOR PAYING A FEE FOR USE OF FACILITY. These fees can be given to ranch personnel or put in the ranch mailbox located on the office patio on the left hand side.

FEES ARE AS FOLLOWS:

Facility use (Lessons, Clinics, Shows, Schooling, Etc.) \$40.00 per horse, per day

**THIS IS A GENERAL RELEASE, WAIVER, INDEMNIFICATION,
HOLD HARMLESS AND ARBITRATION AGREEMENT**

READ CAREFULLY BEFORE SIGNING

_____ Name of Trainer	_____ Signature	_____ Date
_____ Name of Boarder	_____ Signature	_____ Date
_____ Parent/Guardian of Minor	_____ Signature	_____ Date
_____ Name of Guest	_____ Signature	_____ Date

ADDRESS: _____

PHONE NUMBER: _____