

IF YOU ARE A MINOR UNDER 18 YOU MUST OBTAIN
THE SIGNATURE OF YOUR PARENT OR LEGAL GUARDIAN.

CONSENT AND RELEASE AGREEMENT

The "Property" means the equine boarding facility known as Glenoaks Equestrian Center located at 3639 Alpine Road, Portola Valley, California 94028.

"Releases Party(ies)" means Isola Stables, Inc. and Glenoaks Equestrian Center, LLC and their owners, officers, members, agents and employees.

In consideration for being permitted by any Released Party to participate in the sport of horseback riding at the Property or to otherwise use the Property, I acknowledge and agree as follows:

1. Hazardous Activity.

I understand and expressly acknowledge THAT THE HANDLING, CARE, AND RIDING OF HORSES ARE INHERENTLY HAZARDOUS ACTIVITIES and participating in horseback riding and horse sports, and my use of the Property involve inherent dangerous risks that include, but are not limited to, the risks of accident, loss, serious bodily injury, property damage, and/or death ("Harm"). I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES AND AM PLACING MYSELF IN THE VICINITY OF SUCH HARM WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. I hereby expressly assume ALL RISK OF HARM to myself and my horse(s), and choose voluntarily to participate in the sport of horseback riding at the Property or to otherwise use of the Property.

2. Property Rules and Regulations.

I agree to observe all rules and regulations of safe conduct on the Property posted at the Property or otherwise made available to me (for example, rules regarding access to Felt Lake or use of rings and trails during inclement weather).

3. Personal Property.

I agree that if I bring any personal property to the Property, and if I store or leave any personal property at the Property (including property left in any tack room), I will do so at my own risk, and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use (by any person other than a Released Party), or theft of any such property, except to the extent caused solely by the gross negligence or willful misconduct of the Released Parties.

4. Agreement not to Sue.

I HEREBY AGREE THAT I WILL NOT MAKE A CLAIM AGAINST, SUE, DEMAND COMPENSATION OR INDEMNITY FROM, OR ATTACH ANY OF THE PROPERTY OR ASSETS OF ANY OF THE RELEASED PARTIES for any loss, damage, bodily injury, disability, illness, disease, death, financial loss, property loss, damage, or destruction or other harm of whatever nature, whether foreseen or unforeseen, suffered by myself, any other person, my horse or any other person's horse caused by, resulting from, or arising out of, directly or indirectly, my participation, or the participation of any other person, in the handling, care, riding or training of horses, the use of the Property, except to the extent caused solely by the gross negligence or willful misconduct of the Released Party or Parties.

5. Release.

I HEREBY FULLY AND UNCONDITIONALLY RELEASE, FOREVER JOINTLY AND SEVERALLY DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, TO THE EXTENT PERMITTED BY LAW FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER IN LAW OR IN EQUITY, OR ANY COMMON LAW CLAIMS OF ANY KIND including, without limitation, any and all Harm to me or my horse(s), any Harm caused or contributed to by me or my horse(s) to others, breach of contract, negligence, negligent misrepresentation, and any or all real or pretended claims, causes of action or demands, whether foreseen or unforeseen, which may be sustained by me or any other person as a direct or indirect result of my riding of horses at the Property or the use of the Property in any manner, WHETHER OR NOT SUCH CLAIM, INJURY, DAMAGE, OR LOSS RESULTED, DIRECTLY OR INDIRECTLY, FROM MY NEGLIGENT ACTS OR OMISSIONS OR THE NEGLIGENT ACTS OR OMISSIONS OF ANY RELEASED PARTY, except to the extent caused solely by the gross negligence or willful misconduct of any Released Party.

I understand that as part of the consideration for this Release, I assume the risk of yet unknown claims and waive the provisions of Section 1542 of the California Civil Code, which reads as follows:

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.

6. Handlers and Invitees.

I AGREE THAT I WILL NOT PERMIT ANY PERSON (OTHER THAN THE RELEASED PARTIES) TO HANDLE OR RIDE MY HORSE, OR ANY OTHER HORSE UNDER MY CONTROL, AT THE PROPERTY UNLESS SUCH PERSON HAS DULY SIGNED THIS RELEASE AND DELIVERED IT TO ANY RELEASED PARTY.

7. General.

Heirs and Assigns. I understand and agree that this Release shall be binding upon my heirs and assigns. Minors. If a parent or guardian is signing below, he or she consents to the minor child's participation in the sport of horseback riding at the Property or other use of the Property and agrees to all of the above provisions and agrees to assume all of the obligations of this release of liability on the minor child's behalf. Dispute Resolution. If applicable, the parties shall exercise good faith reasonable efforts to achieve resolution through proceedings in small claims court in San Mateo County, California. In the event that a proceeding cannot be brought in small claims court, the parties shall exercise good faith reasonable efforts to achieve resolution through non-binding mediation administered by JAMS located in San Mateo County, California. If the mediation is unsuccessful, the parties may then resort to arbitration, litigation or another dispute resolution procedure. Attorneys' Fees. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party in such disputes shall be entitled, in addition to its other rights hereunder, to recover reasonable attorneys' fees and all related expenses. "Prevailing party" means that party in whose favor any monetary or equitable award is made, regardless of settlement offers. Governing Law; Jurisdiction. This Agreement will be governed by California law, without regard to its principles of conflicts of law. The parties hereby agree that the Superior Court of the State of California for San Mateo County or the United States District Court for the Northern District of California shall have jurisdiction and venue over any controversies, proceedings, or disputes arising in connection with this Agreement. Entire Agreement. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and it replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties regarding the subject matter of this Agreement.

I HAVE EXECUTED THIS RELEASE VOLUNTARILY, WITHOUT RELYING ON ANY STATEMENT OR REPRESENTATION OF ANY RELEASED PARTY. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE IS A RELEASE OF LEGAL LIABILITY. I FURTHER UNDERSTAND AND AGREE THAT THE RELEASED PARTIES WILL USE THIS RELEASE AS A DEFENSE TO ANY CHARGE WHICH I FILE, INVESTIGATION OR PROCEEDING IN WHICH I PARTICIPATE, OR REMEDY WHICH I SEEK.

Signature of Released Parties: _____
By: David R. Murdoch
President, Isola Stables, Inc.
Member, Glenoaks Equestrian Center, LLC

Name of Minor Rider _____

Name of Adult Rider/Handler/Guardian _____

Address: Street Address _____
_ City, State, Zip Code _____

Phone Number including area code _____

Email address of Adult Rider/Handler/Guardian _____

Emergency Contact Name & Phone Number _____

Signature of Adult Rider/Handler/Parent or Guardian: _____

Date Signed: _____

Date of Frst Visit & Reason for Visit _____