



**USE AGREEMENT AND LIABILITY RELEASE**  
**(PLEASE READ CAREFULLY)**

This agreement, dated \_\_\_\_\_ is made between Sargent Estates, LLC (SE or SEC) a

California corporation ("SEC"), and \_\_\_\_\_ (print your name).

WHEREAS, I understand and acknowledge that activities involving horses ("Equine Activities"), including but not limited to the mounting, riding, walking, dismounting, grooming, training, handling, feeding, and otherwise being in the physical proximity of horses is a dangerous activity which produces a foreseeable risk of mortal or serious personal injury and/or property loss to the participant in such activity as well as to the person or property of others; and

WHEREAS, I understand and recognize and warrant that this Release, Waiver of Liability and Indemnity Agreement ("Release") is being voluntarily and intentionally signed and agreed to, and that in signing this Release I know and understand that this Release may further limit the liability of equine professionals to include any activity, whatsoever, involving horses, including death, personal injury and/or damage to property.

NOW THEREFORE, in consideration of being granted access and/or use of the facilities of SEC and for other good and valuable consideration, receipt of which is hereby acknowledged, I agree as follows:

**1. Assumption of the Risk.** I hereby assume full responsibility for, and risk of, any death or bodily injury to myself or others (including, but not limited to, those matters set forth in the above recitals) and damage to or destruction of my property or the property of others, caused by my engaging in any Equine Activity either on the premises of SE/SEC or elsewhere while working with an SEC equine professional, unless such bodily injury or property damage is attributable in full or in part to the gross negligence of SEC. My responsibility includes, but is not limited to, payment of (i) medical costs for myself and others that I may have injured, (ii) costs to replace my own property or the property of others that may have been lost, stolen, destroyed, or damaged, and (iii) damages for other non-medical and non-property items such as pain and suffering and lost wages, etc.

**2. Release, Waiver of Liability, and Discharge of Claims.**

(a) I hereby release, waive, and discharge any and all claims that I may now or in the future have for damages against Sargent Equestrian Center, Sargent Estates LLC, Kurt Kautz and the Kurt Kautz revocable Family Trust including any of its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons its owners, occupants, tenants, subtenants, licensees, employees, officers, directors, or agents and the respective affiliated entities or persons of any one or more of them, arising directly or indirectly from my death, the death of any other person, bodily injury to me or others, or damage to my property or that of others, attributable to my engaging in Equine Activities, or my presence on the premises.

(b) I acknowledge that SEC requires me to wear AHSA approved headgear with a chin strap while jumping. SEC requires a **minor (under 18 years of age)**, to wear such headgear at all times when riding or driving horses. I understand and acknowledge that the risk of head injuries and death are significantly reduced by wearing appropriate headgear. I hereby release, waive Sargent Equestrian Center, Sargent Estates LLC, Kurt Kautz and the Kurt Kautz revocable Family Trust including any of its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, against any and all claims that I may now or in the future have for damages resulting from my failure to wear headgear while riding either on SEC's premises or at an offsite facility.

**(c) This release is intended to release, waive and discharge, in advance, Sargent Equestrian Center, Sargent Estates LLC, Kurt Kautz and the Kurt Kautz revocable Family Trust together with its owners, occupants, tenants, subtenants, employees, officers, directors and their respective affiliates or persons of any one or more of them, from and against any liability arising out of or connected in any way with my or my guests or invitees engaging in any Equine Activities on the premises or in any activity in which an SEC representative is required to attend on my behalf, and/or my or my guests or invitees presence on the SEC premises, even though such liability may be attributable, in full or in part, to the negligence, recklessness or misconduct of one or more of such persons or entities.**

(d) **Medical Authority.** I, (participant, or if minor, parents/guardians) hereby grant permission and authority to SEC, its officers and authorized employees to act for me in executing verbal instructions or if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the person named above in the event of any perceived medical emergency. I hereby covenant and agree to release SEC its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, and hold harmless from liability connected with obtaining prompt medical attention for the person named above.

(e) In accordance with such release, waiver, and discharge, and in consideration of being allowed to utilize and/or visit the SEC facilities, I promise not to sue or demand any money or anything else of value from Sargent Equestrian Center, Sargent Estates LLC, Kurt Kautz and the Kurt Kautz revocable Family Trust and their respective affiliates or persons of any one or more of them.

**3. Indemnification.** I agree to completely indemnify and hold harmless Sargent Equestrian Center, Sargent Estates LLC, Kurt Kautz and the Kurt Kautz revocable Family Trust including any of its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including attorney's fees, which are occasioned by, or otherwise attributable to, matters for which I have assumed the risk and for which I am responsible in accordance with Section 1 hereof, and for any actions brought by my guests or invitees.

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**4. Binding Nature of Agreement.** I agree that this Agreement shall be binding on my personal representatives, heirs and assigns.

**5. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal substantive laws of the State of California, without regard to the choice of law rules thereof. I hereby submit to the in personam jurisdiction of the State of California. Venue for purposes of any litigation or arbitration concerning this Agreement shall be in San Joaquin County, California.

**6. Severability.** In the event that any provision of this Agreement shall be void or unenforceable for any reason, then such provision shall be stricken and of no force and effect. The remaining provisions of this Agreement, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE RELEASE OF LIABILITY AND ACCEPTANCE OF RESPONSIBILITY.**

\_\_\_\_\_  
PRINT NAME OF PARTICIPANT                      SIGNATURE OF PARTICIPANT                      DATE

**MINORS:**

The undersigned declares that the undersigned is the parent or legal guardian of the minor named above. The undersigned has read the foregoing Release, Waiver of Liability and Indemnity Agreement, and in consideration of SEC allowing the below named minor onto its premises and/or allowing such minor to participate in Equine Activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor.

**If under 18, signature of both parents (if applicable) and/or guardian is required.**

\_\_\_\_\_  
PRINT NAME OF PARTICIPANTS PARENT      SIGNATURE OF PARTICIPANTS PARENT      DATE  
OR LEGAL GUARDIAN                      OR LEGAL GUARDIAN

\_\_\_\_\_  
PARTICIPANTS ADDRESS IN FULL

\_\_\_\_\_  
HOME PHONE                      WORK PHONE                      CELL PHONE

\_\_\_\_\_  
PERSON TO CONTACT IN CASE OF EMERGENCY      RELATIONSHIP      PHONE #1      PHONE #2