



To All Boarders,

Thank you for being a loyal customer of El Sueño Equestrian Center LLC.

Date: March 25, 2025

Reminders

- There will be approximately a minimum 10%-15% rent increase.
- Any damage to the stall beyond normal wear and tear is the boarder's responsibility.
- Grounds fee \$45.00 per horse.
- There is a \$35.00 fee for any non-sufficient funds/returned check.
- Late payments - A late fee of \$35.00 will be charged on payments received more than seven (7) days late; plus, a finance charge of 1 ½% per month (18% annually or highest legal rate) will be charged on all accounts 30 days late plus due.
- Security deposit – A security deposit is payable and collected with the contract shall be refunded to client within fifteen (15) days of completion of the contract. A thirty (30) day written notice is required.
- No board credits or rollover credits for horses temporarily vacating for competitions, hospital stays and sale trials.
- Daily food – There is no food credit - 4 flakes of grass per day per horse. Any additional feed exceeding 4 flakes per day will incur an additional charge at current market value.
- Stallions are no longer allowed at El Sueño Equestrian Center LLC.
- We reserve the right to revoke boarding privileges at any time.

Please complete and return it to El Sueño Equestrian Center LLC. In case of any questions, please do not hesitate to contact us at elsuenoequestriancenter@gmail.com.

Updated Board of Information

Name: _____ Horse Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Home: _____ Work: _____ Cell: _____
Email: _____

Stall & Billing Information

Arrival Date: _____
Prorated Days: \$ _____ Per Day X _____ Day= \$ _____ Stall _____
Monthly Board: _____

Payments

1st Board Payment: \$ _____
Last Board Payment: \$ _____
Extra Feed: \$ _____
Security Deposit: \$ _____
Total Now Due: \$ _____

Emergency Contact for Owner/Rider

Name: _____
Mobile: _____
Relationship: _____
Phone: _____



This boarding contract is made and entered into on this _____ day of _____, by and between El Sueño Equestrian Center LLC., hereinafter designated (ESEC LLC) and _____, hereinafter designated "Client" and if client is a minor, clients parent or guardian _____, ESEC LLC., accept client' horse _____ for boarding: and, it is the plan and intention of the client to board this horse. For and in consideration of the agreements hereinafter set forth, Client and ESEC LLC., mutually agrees as follows:

1. **Client** agrees that ESEC LLC., officers, directors, heirs, children, unborn children, spouse, siblings, any family member, landowner, instructors, employees, their agents. Or any person acting on their behalf are not liable for death, sickness, accident, or any type of loss, including consequential damages, caused to the horse. In addition, Client agrees to hold ESEC LLC., officers, directors, heirs, children, unborn children's, spouse, siblings, any family member, landowner, instructors, employees, their agents. Or any person acting on their behalf is completely harmless and not liable for any injury whatsoever or death caused to the client, or any member of the client's family and/or any loss or damage to personal property. Int. _____
2. **Insurance:** Is the Horse insured? Yes _____ No _____
Insurance Company: _____ Emergency Phone Number: _____
It is the client's responsibility to carry full and complete insurance coverage on Client's Horse and all personal property. Client acknowledges that ESEC LLC., is not obligated to carry any insurance covering the Horse and that Client is to obtain, at Client's sole cost, all insurance coverage of an concerning the Horse in amounts that Client deems to obtain, appropriate, but is not obligated to obtain any such insurance. All insurance coverage of and concerning the Horse shall contain a waiver by the insurer(s) of any right of subrogation against ESEC LLC., from all liability, damages, or servants, employees, representatives, contractors, and agents. Client releases ESEC LLC., from all liability, damages or injuries regarding or in connection with any information given to Client's insurer(s) by ESEC LLC including, but not limited to, notifying Client's insurer(s) consent for surgical or other health related services rendered or to be rendered to the Horse, which shall remain Client's responsibility. Int. _____
3. Client shall pay ESEC LLC., for **boarding services** \$ _____ per month. Boarding services shall include:
 - A. A stall, paddock, or corral
 - B. Bedding (Limited to 5 bags per week. Additional bag cost \$ 25.00 each)
 - C. Cleaning twice a day
 - D. Feeding three (3) times a day, up to a maximum of 4 flakes (2) alfalfa, (2) grass. Any additional flakes shall be charged at the current market rate per flakes. Client shall be responsible for all foregoing fees, cost and expenses beginning with the Horse's arrival at ESEC LLC., until the Horse is released ESEC LLC., to the client. Client agrees ESEC LLC., entitled to retain possession of the Horse until all fees, cost and expenses are paid. Client agrees that none of ESEC LLC., fees, cost and expenses under this agreement is subject to any set-off or counterclaim. Int. _____
4. **Boards** are due on the first (1st) of each month, timely payments are strictly enforced. A late fee of \$35.00 will be charged on payments received more than seven (7) days late: plus, a finance charge of 1½% per month (18 % annually or the highest legal rate) will be charged on all accounts 30 days past due. If payments are overdue by 60 days ESEC LLC., is entitled to a lien against horse for the amount due and shall enforce lien and sell horse for amount due, according to the laws of the state of California. A security deposit of \$ _____ payable and collected with this contract shall be refunded to Client within fifteen days (15) of completion of this contract and requires a 30-day written notice ESEC LLC., reserves the right to retain security deposit should proper notice not be given or to repair damages incurred outside of normal wear and tear. Upon the arrival of the client's horse, Client agrees to pay first and last month's board. If Client fails to pay any amount due hereunder for more than 30 days ESEC LLC., may immediately accelerate any other amounts due under this agreement. Int. _____
5. **Release of the Horse:** Client agrees that all outstanding balances due to ESEC LLC., for board, handling and all other ESEC LLC., fees, charges, and expenses pursuant to this agreement shall be paid prior to ESEC LLC., release of the Horse with 30 day written notice. In the event someone other than the client shall call for the horse, such person shall have written authority signed by Client to obtain such Horse. Client agrees that the party transporting the Horse is not an agent of ESEC LLC. and agrees to look solely to such a person and not ESEC LLC., for any loss or claim arising out of the transportation of the Horse. Int. _____
6. **Health Requirement, Vaccinations, and Veterinary Care:** The horse shall be free of infections, contagious or transmissible diseases. Clients will maintain a proper health, worming and immunization schedule that is kept current and up to date every six (6) months. Customer warrants that the horse is free from all contagious or infectious diseases upon delivery to ESEC LLC. On or prior to arrival of Horse at of ESEC LLC, customer shall have the Horse vaccinated and tested for and shall provide a record of the Horse's vaccination and tested within the last ninety (90) days for strangles, equine influenza, tetanus toxoid, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative Coggins (swamp fever) test. ESEC LLC. reserves the right to deny boarding of any horse if not in proper health upon arrival or during its residency at ESEC LLC. Int. _____
7. ESEC LLC., reserve the right to notify Client if horse, in ESEC LLC., opinion has been abandoned, is deemed dangerous, sick, or undesirable for a boarding stable. In such case, /Client is responsible for removing horse within seven (7) days of for all fees incurring horse's stay. After all fees have been paid, this Contract is concluded. Clients of abandoned horses will be prosecuted to the full extent of the law. Int. _____
8. **Stallions:** On a case by case evaluated basis may be boarded. Strict guidelines according to ESEC LLC. policies regarding behavior, handling and management will apply. ESEC LLC. reserves the right to revoke boarding privileges at any time. Int. _____
9. All foals must be suitably halter broken in a timely manner. Int. _____
10. **Regular veterinarian** and farrier attention will be arranged by Client and shall be invoiced by veterinarian or farrier directly to Client. In the event of sickness and/or accident to the horse, after reasonable efforts have been failed to contact Client, ESEC LLC., has permission to contact Veterinarian **Name:** _____ **Emergency Contact:** _____ for treatment at the Client's expense. Int. _____
11. Client agrees that he/she will not add or remodel in any way, shape or form any ESEC LLC., property unless express permission by ESEC LLC., has been granted in written. Int. _____
12. Boarders found not in good standings will have privileges and use of ESEC LLC., facility and amenities suspended until found in good standings. Int. _____
13. Commencement of this Contract shall be on or about _____ and shall be concluded when ESEC LLC., or Client give thirty (30) days written notice to conclude this contract. Int. _____

14. This contract is non-assignable and non-transferable. If stables shut down, ESEC LLC., will give Client thirty (30) days written notice and ESEC LLC., will be held harmless. Int. _____

15. **Assignments:** The Horse shall be cared for by such ESEC LL., person as chosen by ESEC LLC., in its sole judgment. ESEC LLC., may change the ESEC LLC., personnel caring for the Horse from time to time or at any time. Client/Owner may not assign any rights or delegate any duties under this agreement to any ESEC LLC., personnel. Int. _____

16. Should either party breach this contract, the breaching party shall pay for the other court and attorney's fees related to such breach. This contract is made and entered into in the State of California and shall be enforced and interpreted under the laws of this State. Should any clause conflict with State Law, that individual clause is null and void. Int. _____

17. **Lien:** Client grants ESEC LLC., a lien upon and security interest in the Horse, foal of the Horse, and the registration papers of each of the foregoing, to secure all obligations and amounts due under this Agreement, or any other agreement between Client and ESEC LLC., or any of its affiliates, ESEC LLC., may at any time until all amounts due hereunder fully paid, file a photocopy of this agreement in the county and state in with it believes any such horse or foal may be kept, or where the Client resides and when so filed, the copy shall be effective as a financing statement, as well as a security agreement. AT ANY TIME, CLIENT BALANCE WITH ESEC LLC., IS UNPAID FOR THIRTY (30) DAYS, OR CLIENT IS OTHERWISE IN DEFAULT OF THIS AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN CLIENT AND ESEC LLC., OR ANY OF ITS AFFILIATES, ESEC LLC., MAY FORECLOSE ITS SECURITY INTEREST. TEN (10) DAYS NOTICE SHALL BE DEEMED REASONABLE NOTICE OF ANY FORECLOSURE SALE. THE FORECLOSURE SALE MAY BE PUBLIC OR IN PRIVATE, AND AT ANY TIME AND PLACE AND ON ANY OTHER TERMS SELECTED BY ESEC LLC. THE HORSE OR FOAL MAY BE SOLD IN ITS EXISTING CONDITION. EXPENSES INCURRING BY ESEC LLC FEES, THE COST OF TRANSPORTATION AND PREPARATION FOR SALE AND OF CONDUCTING THE SALE, REASONABLE ATTORNEY'S FEES AND COST AND EXPENSES INCURRING BY ESEC LLC AND ALL OTHER AMOUNTS OWED TO ESEC LLC., SHALL BE DEDUCTED FROM THE SALE PROCEEDS, ESEC LLC SHALL ACCOUNT TO CLIENT FOR ANY SURPLUS; HOWEVER, CLIENT SHALL BE LIABLE TO ESEC LLC., FOR ANY DEFICIENCY. Int. _____

18. **Termination and Waiver:** This agreement can be terminated by either ESEC LLC., or Client at any time upon thirty (30) days written notice to the other, or sooner upon the death or sale of the horse, or any failure of client pursuant to Paragraph 21, provided that in the event of a default by one party, the other party may terminate at any time upon immediate written notice. Upon termination of the Agreement Client shall remove the Horse in the manner provided in Paragraph 5 hereof. Termination shall apply only to those(s) specified in the termination notice and agreement shall continue to apply to any horse remaining in ESEC LLC., possession after the termination of this Agreement. No delay or failure by ESEC LLC., to exercise any right or remedy under this Agreement shall be deemed a waiver of that or any other right or remedy. The termination of this Agreement shall not terminate either party's obligation to pay any fees, give, ESEC LLC., shall keep the security deposit and consider it liquidated damages. Int. _____

19. **Taxes:** Client shall pay for and shall defend, indemnify, and hold ESEC LLC., harmless from any sales, excise, use, or similar tax relating to the Horse, or any of Client's horses, including any interest or penalty thereon. Int. _____

20. **Client cooperation and information:** Client shall promptly notify ESEC LLC., in writing of any changes in any information given by Client to ESEC LLC. Failure of the Client to conform to reasonable rules and regulations, or any default of this Agreement may cause any service or boarding privileges revoked by ESEC LLC., for the health, safety, and welfare of others, including other horses. Int. _____

21. **Entire Agreement:** This agreement contains the entire understanding of the parties concerning the subject matter and supersedes any prior or contemporary agreement between the parties. This Agreement may only be modified or amended in writing stating that it is a modification or amendment of this agreement which is signed by Client and the General Manager of ESEC LLC., The parties hereto agree that they will make no claim at any time that this Agreement has been orally altered, modified, or otherwise changed by oral communications of any kind or character. This agreement shall not be construed against ESEC LLC., on the basis that ESEC LLC., drafted the same. Heading is for convenience only and is not part of this Agreement. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. This Agreement shall be construed and governed by the internal laws of the state of California. Int. _____

22. Clients have read, accepted, and agreed to ESEC LLC., barn rules and regulations and to wear proper safety equipment. Client accepts any additional future amendments to said policies, rules, and regulations. Int. _____

23. Client affirms that Client has inspected the facilities and is satisfied that all premise conditions are reasonably safe for the intended purpose and usage. Int. _____

24. Name of Horse: _____ Color: _____ Sex: _____ Height: _____

Insurance Company: _____ Policy Number: _____

25. Ownership: Owns 100% of the Horse Leases the Horse from: _____

Name Address City, State, Zip Phone
*If Client does not own 100% of the Horse, the names, addresses and phone numbers of all owners of the Horse are:

Client represents and warrants is authorized to bind each owner of the Horse to this Agreement as if each such owner was the Client hereunder and Client acknowledges and agrees that the liability of each owner of the Horse under this Agreement shall be joint and several.

26. This Agreement must be signed by the Owner/Client and Clients Parents or Guardian, if Client is a minor at the time or prior to the arrival of the Horse at ESEC LLC., or the Horse will not be accepted.

Manager's Signature Date

Client's (or Authorized agent's Signature) Date

Client's Parent/Guardian if the Client is a minor Date

Client's Address

Emergency Phone Number

Cell Phone Number

Business Phone Number

Client's Veterinarian Name and Phone Number

Client's Farrier Name and Phone Number

Trainer of the Horse/Rider Phone Number

Consent Form

I, _____ do hereby give my consent to El Sueño Equestrian Center LLC., and any of its employees or representative to have myself treated by any physician or surgeon in case of sudden illness or injury while at El Sueño Equestrian Center LLC.

Client's (or Authorized agent's Signature)

Date

Minor Consent Form

I, _____ do hereby give my consent to El Sueño Equestrian Center LLC., and any of its employees or representative to have my child treated by any physician or surgeon in case of sudden illness or injury while at El Sueño Equestrian Center LLC.

Client's (or Authorized agent's Signature)

Date



Stables Rules and Regulations

The undersigned Boarder, Owner, Rider, Shower, Viewer, Sponsor, Participant, Guest, or other person otherwise connected with the horses or horsemanship at El Sueño Equestrian Center LLC in Somis, California, in consideration of the right to participate in such activity, or view or otherwise be present at the facility, agrees as follows:

1. The Stables is a community. Please treat other members of the community with respect, courtesy, and consideration. Safe, considerate, and courteous behavior of each boarder, family member and guest are always required!
2. No person may enter or use the El Sueño facilities without first reading, understanding and agreeing to these Stables Rules and Regulations and has also signed the required El Sueño Equestrian Activities Waiver, Release and Indemnity Agreement. **NO EXCEPTIONS.**
3. Your safety is our primary goal. Everyone must always wear AN ASTM APPROVED HELMET while on horseback and handling a horse.
4. The boarder understands that the stable area is always to remain suitable for the entire family. No belligerent, malicious, defamatory, lewd, vulgar, profane, or otherwise objectionable conduct or language will be tolerated the boarder hereby covenants that his or her conduct will always be dignified and civil and hereby authorizes his or her expulsion and /or permanent exclusion from the stables if he or she breaches this covenant.
5. Boarders are responsible for their guest at all times and will make them aware of El Sueño Equestrian Center Rules and Regulations. No guest may handle or ride a horse, unless they have first signed and delivered a Hold Harmless Liability Waiver and Release to El Sueño Equestrian Management and El Sueño management has approved and countersigned the hold Harmless Liability Waiver and Release.
6. **NO SMOKING** in the barn, stalls, paddocks, corrals, near the shavings bin, manure or anywhere else in combustible material.
7. **NO PETS ALLOWED!** Please leave your pets at home.
8. Horseback riding requires muscle coordination, balance, mental alertness, and the ability to follow directions promptly and accurately. In the interest of safety, El Sueño reserves the right to forbid Guests who are mentally or physically unfit, or under the influence of drugs or alcohol to ride or handle the horses.
9. To the maximum extent permitted by applicable law, in no event shall EL Sueño Equestrian Center LLC, Gina Atton-Thomas or its staff be liable for any items that are lost, stolen, or damaged including trailers, vehicles and personal items.
10. Visits and lessons are by appointment only.
11. Parking: Parking is permitted in the designated areas provided. Do not park in front/back of barn entrances or near the sides of the barn. Do not park near the lawn or near the arenas. Any parking /driving related damage in non-designated or incorrectly parking areas will be repaired at Owner's expense.
12. Speed Limit: 5 MPH when entering and exiting the property. (DRIVING SLOW IS MANDATORY)
13. Children: No one shall leave a minor under the age of 16 unattended on the Stable's property. Minors under the age of 16 (hereinafter referred as "Children") must be always under the direct supervision of a responsible adult.
 - A- No Children may play in/on the hay bales.
 - B- Children, like all riders, must always wear AN ASTM APPROVED HELMET while on horseback and while handling horse.
 - C- Minor between the ages of 16 and 18 must have an emergency contact phone number listed in the office to ride in the absence of a parent or guardian. Trainer must be always present.
 - D- No one may jump a horse without a trainer's supervision.
 - E- No screaming, running or sudden movements.
14. Doors: All doors must remain closed while not attended including tack room doors. Owner's and guest must close unattended doors at all times.
15. Hours: The stable is open to owners seven days per week: 7:00 am - 7:00pm but may be closed periodically by El Sueño management during inclement or severe weather events for the protection of owner's and horses or for other reasons. Sundays there will be no watering and dragging of arenas.

16. Jumping/Jumps: Jumping is ONLY allowed under the supervision of a trainer during a scheduled lesson. No client is to ride without trainer's supervision and/or authorized by El Sueño staff.

17. Trainers-Dry-Erase Board: All horses must be signed in/out of the property on the dry erase board provided by El Sueño Management inside the main barn when they enter or leave the property, indicating departure date/time, horse name, rider name, destination and expected date/time of return. Owner must also let El Sueño Management member know when removing or returning any horse to/from the property.

18. Grounds: It is the duty of every boarder to help keep El Sueño property free of litter, clean and organized. This duty requires all boarders to clean up after themselves, especially while in the barn. Keep the aisles clean and tidy for your safety and the safety of others. You must clean up after your horse; it is very important for the longevity of the footing that manure be removed from the footing immediately.

19. NO RIDING INSIDE THE MAIN BARN! When riding around El Sueño, you may only ride to and from the arenas avoiding barn aisle and parking lots.

20. Office Hours are 8:00 AM to 5:00 PM Monday - Saturday. Please see ranch manager to arrange an appointment for any other times. In case of any emergency call (805) 386-2600. Available via email - elsuenoequestriancenter@gmail.com

21. Arena lights will be turned off at 7:00 PM, unless special arrangements have been made.

22. All arenas are open to all riders; However, Boarding Clients lessons take precedence and have right-of-way. Trainers have discretionary privileges. Do not alter jump heights or set courses.

23. Proper ring etiquette is to be always maintained. Pass left shoulder to left shoulder when approaching other riders. When on a circle, stay to the inside of the track. When not in a lesson please walk to inside of track leaving rail open. Common courtesy always applies.

24. This is an equine facility. All activities on these grounds are subject to the Equine Inherent Risk Law. By your presence on these grounds, you have indicated that you have accepted the limits of liability resulting from inherent risks of equine activities.

25. All horses boarding at EL Sueño Equestrian Center are required to maintain proper care.

26. Under no circumstances may you wear open-toed shoes at El Sueño Equestrian Center. Do not leave your horse unattended on the cross ties and or wash racks. Do not turn lights on inside the covered arena during the day. Do not graze your horse inside the pasture grass near the arena or bring your pets to the barn as a courtesy to other boarders and their horses.

Health Requirement, Vaccinations, and Veterinary Care

I. Customer warrants that horse is free from all contagious or infectious diseases upon delivery to El Sueño Equestrian Center.

II. On or prior to arrival of Horse at El Sueño Equestrian Center, customer shall have the Horse vaccinated and tested for and shall provide a record of the Horse's vaccination and tested within the last ninety (90) days for strangles, equine influenza, tetanus toxoid, encephalomyelitis, rhinopneumonitis, sleeping sickness, and a negative Coggins (swamp fever) test.

Please sign and date below and return a copy of these rules and regulations to El Sueño Equestrian Center to acknowledge that you have read and understand ALL rules and regulations.

Boarder/Owner/Rider/Guest

Date

El Sueño Equestrian Management

Date

Print Name: _____

Dear Clients,

Great American is needing us to add wildfire verbiage to your release and hold harmless agreement.

Please see an attachment of the wildfire verbiage, sign and return to the main office as soon as possible.

Additional Risks Posed by Wildfires

*I understand that portions of the Western United States are at elevated risk of wildfires throughout the year. Wildfires are, by their nature, fast-moving, unpredictable, and dangerous. Wildfire can change course, forcing the farm to undertake emergency evacuations of horses and, with sufficient time, equipment, from the farm's facilities. Wildfires can bring flames, sparks, and hot objects. However, despite its best efforts, **El Sueño Equestrian Center LLC**, cannot guarantee that it can prevent or limit all wildfire losses.*

*I understand that in an emergency situation caused by wildfires in the area where the farm is located, **5250 Kingsgrove Drive Somis, California 93066** (as well as the farm's employees, agents, contractors, representatives, and/or assistants) will undertake reasonable evacuation and mitigation efforts in good faith to minimize injury to or loss of horses and equipment on the farm's premises and/or in the farm's care, custody, or control. Depending on numerous circumstances during a wildfire – including lack of availability of staff, trailers, trucks, fuel, traffic, visibility, severity of fire conditions, unstable ground or road conditions, risks to humans, and governmental directives restricting access or activity – _____ response and mitigation efforts could potentially result in some horses receiving attention, while other horses may not receive attention.*

I acknowledge and agree that _____ will proceed as reasonably as possible should a wildfire emergency occur that threatens to cross the farm's property. However, I understand that even with the best advance planning, and the best efforts in response to wildfire, there is never a guarantee that the farm can save every horse on its property and save all equipment on the farm's property.



EQUINE ACTIVITIES WAIVER, RELEASE AND INDEMNITY AGREEMENT

This form must be completed by and for each participant.

Name: _____

Address: _____

Telephone: _____ E-mail Address: _____

PLEASE READ CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. EL SUENO EQUESTRIAN CENTER, LLC DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

1. I hereby enter at my own risk, and have read and understand, and freely and voluntarily enter into this Equine Activities Waiver, Release and Indemnity Agreement with EL SUENO EQUESTRIAN CENTER, LLC (hereinafter "El Sueno"), understanding that this "Release" is a waiver and indemnity of El Sueno and other parties identified in paragraph 2, below, for any and all claims which may hereafter develop or accrue to me on account of, or by reason of, any injury, loss or damage which may be suffered by me or to my property, because of the activities contemplated hereby. I hereby assume and accept the full risk and danger of any injury, loss or damage which may occur through or by reason of any matter, thing or condition, negligence or default, of any person or persons whatsoever by reason of those matters which are more particularly described hereafter: (a) entry upon the real property owned or managed by El Sueno commonly known as 5250 Kingsgrove Drive, Somis, California, 93066 (the "Property"); (b) participation in any equine activity at the Property (including the riding of horses, the training of horses, the exercise of horses or any related horse activity of any nature); (c) interaction with any other live animals at the Property; (d) transition from the Property to public trails for horse riding or horse activities; and, (e) interaction with any person or persons and their property, specifically horses, which may occur at the Property.

2. I understand the potential dangers that I could incur in the mounting, riding, walking, boarding, and/or feeding of horses; including, but not limited to, any interactions with other horses. Understanding these risks I hereby release and hold harmless El Sueno and its managers, employees and anyone else directly or indirectly connected with El Sueno, including Gina Atton-Thomas, from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse, engage in riding lessons and related equestrian activities, and any other use of, or attendance at, the Property by the undersigned or by any guests of the undersigned, or acts of horses or any other animal owned by the undersigned. I agree that except in the event of gross negligence or willful and wanton misconduct of El Sueno, I shall not bring any claims, demand, legal actions and causes of action against El Sueno and/or their associates, for any economic and non-economic losses due to bodily injury, death, or property damage suffered by me and/or my minor child for any matter identified in Paragraph 1, hereinabove, or any other matter or circumstance which is reasonably foreseeable in connection with those matters specifically identified in Paragraph 1, hereinabove.

3. I understand that horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and there are numerous obvious and non-obvious INHERENT RISKS always present in such activity despite all safety precautions. Injuries from horse-related activities can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries from other activities. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be from a distance of 3 to 6 feet, and the impact may result in an injury to the rider. Horseback

riding is the only sport where a much smaller human tries to impose its will on, and become a unit of movement with, another much larger, stronger animal with a mind of its own (horse) and each has a limited understanding of the other. A horse may, if frightened or provoked, or occasionally without provocation, divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger.

4. I understand that El Sueno is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, wild and domestic animals, insects and reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

5. I understand and recognize and warrant that this 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 per paragraph 6, below, to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property. I further represent that I have had the opportunity to freely read and have read this Release. I further represent that I have had the opportunity to consult with legal counsel regarding this Release and its effect on my legal rights. I further confirm that El Sueno has made no representation to me as an inducement for me to sign this Release. _____ **(By initialing here I acknowledge I have read this Release and agree to the terms and conditions stated in the Release.)**

6. I represent and express my agreement to indemnify and hold harmless El Sueno and its managers, employees and anyone else directly or indirectly connected with El Sueno, including Gina Atton-Thomas from any injury or loss which I cause to any third person or their property which occurs by reason of any act or failure to act which I cause at the Property. Such persons include any trainer, children or other persons including any employees, independent contractors or members of the public who are at the Property when the event causing injury or loss occurs. My agreement to indemnify and hold harmless El Sueno and its named related parties shall be a complete indemnification and hold harmless in all respects and I agree to affirmatively provide a defense at my cost and expense (including attorneys' fees, related costs and court costs) for El Sueno and its named related parties related to the Property by reason of any injury or loss which I cause to any third person as stated hereinabove. This express indemnification and hold harmless agreement that I give to El Sueno shall arise and become immediately enforceable upon the commencement of any threat of litigation or any actual court action against El Sueno notwithstanding that no finding of liability against myself or El Sueno shall have been established at such time. I further recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree that said equine professional(s) has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities. I further voluntarily agree and warrant to release and hold harmless this (those) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting, riding, dismounting, walking, grooming, feeding, use of horse barn, paddock, trails or horse ring, in any capacity, falling of horse whether horse is bucking, flipping, or spooked, or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to. **I have inspected the Property and its equine facilities and am satisfied that all premises conditions are reasonably safe for my intended purpose, usage, and presence upon the Property. I further confirm that I have a direct relationship with _____ [name of trainer] who I have independently contracted with to provide training services for me. I also expressly confirm and acknowledge that _____ [name of trainer] is an independent contractor and not affiliated with El Sueno in any business relationship.**

7. I further voluntarily agree and warrant to release and hold harmless El Sueno from any harm of any kind that may occur to me if I bring vehicles on the Property and am harmed or killed by my use of such vehicle. I warrant to release and hold harmless El Sueno from any harm or death occurring due to someone else's operation of a vehicle on the Property.

8. I have been fully warned and advised by El Sueno that I should purchase and wear protective headgear (riding helmet) and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce the severity of some head injuries and even prevent death from happening due to a fall or other occurrence. Minors are required to wear protective headgear.

9. I further represent that I have read and understand the Barn Rules and Regulations which have been provided to me and are attached to this Release. I promise to follow the Barn Rules and Regulations as an inducement for El Sueno to permit my horse activities contemplated by this Release.

10. This Release is made in the State of California and shall be enforced under California law. In the event of a dispute hereunder the matter shall be referred to binding arbitration before JAMS or like arbitration service. The prevailing party shall be entitled to their reasonable attorneys' fees and costs.

11. If one or more provisions of this Release are held to be unenforceable under applicable law, each such unenforceable provision shall be excluded from this Release, and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with its terms.

12. I recognize that El Sueno's stables are located at a private facility and I agree to maintain the privacy of El Sueno's stables. As such, I agree not to bring any guests or grant anyone access to El Sueno's premises without El Sueno's prior written consent. Further, I agree that I will not take any photographs or videos of El Sueno's facilities or post anything concerning El Sueno's premises or likeness on social media (including, but not limited to Facebook, Instagram, Vine, or Twitter) without El Sueno's prior written consent.

I/WE, THE UNDERSIGNED, HAVE READ AND SO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

Signature

Date

FOR PARTICIPANTS UNDER THE AGE OF 18

Minors must have the following liability signed by their parents or legal guardians:

We the undersigned parents/guardian of _____, for and in consideration of our child's participation in horse related activities, state that we have read the waiver and release written above and we expressly agree that the terms and conditions of said waiver and release shall apply to and be binding upon us and our minor child insofar as it pertains to his or her participation and to any injury or damage said minor child may sustain or case as a result of said participation in horse related activities.

Parent or Guardian Signature

Date