



Release

I _____, do hereby:

1. Release waive discharge and covenant not to sue Turning Point Farms, Inc. and/or Theresa Petyo, Amanda Swendseid, their operators, horse owners, investors, and each of them, their officers, agent, employees, lessees, and participants (all hereafter collectively referred to as release) from any and all claims, loss, damage and liability to the undersigned, his or her personal representatives arising out of any liability or negligence of release which caused the undersigned injury, death, damages or property damages. I hereby covenant to hold release harmless and indemnify releases for any claim, judgment or expense, including attorney's fees, and cost of litigation in release may occur arising out of my activities or presence or travel to or from or at the farm, property, or place of operation of the releasers or at horse shows.
2. Understand that my entry onto, the farm or premises of releases, riding, showing or attending horse shows involves danger or risk of injury and death, that conditions of horseback riding and horses change from time to time and may become more hazardous, and that there is inherent danger in horses and riding in which I appreciate and involuntarily assume because I have observed horses and riding of the type that I seek to participate in and I have inspected the grounds horse and equipment provided. I further know that other riders, horses and participants pose a danger to me; nevertheless, I voluntarily elect to accept all risks connected therewith and/or my participation.
3. I verify that no representation or inducements have been made to me to sign this release. I further expressly agree that the forgoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the states in which I participate in activities conducted be the release and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force of effect.

The undersigned has read, voluntarily has signed and understands that this release and waiver of all liability and indemnity agreement fully releases Turning Point Farms, Inc. and/or Theresa Petyo, Amanda Swendseid for any liability to the undersigned.

Read Carefully before signing.

Print name of participant

Signature of Participant/Guardian

Dated: _____

COTO VALLEY EQUESTRIAN CENTER

OFFICE (949) 635-6958

FAX (949) 635-6991

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

PLEASE READ CAREFULLY BEFORE SIGNING.

**THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY
AND WAIVER OF LEGAL RIGHTS.**

_____ (hereinafter referred to as "Participant"), and
[Print Name of Participant]

[Print name of Participant's parent or legal guardian if Participant is a minor],
hereby agree to the terms of the following Release of Liability, Assumption of Risk, Waiver of
Claims, and Indemnity Agreement ("Agreement") which shall apply to Participant's
participation in any activities, including but not limited to horseback riding, handling horses,
being around horses and/or observing others engaging in horse related activities ("Equestrian
Activities"), at the Coto Valley Equestrian Center located at 23401 Via Pajaro, Coto de Caza,
California 92679 (the "Equestrian Center").

(a) **Assumption of The Risk.** Participant, and Participant's parent or legal guardian
if Participant is a minor, hereby acknowledge(s) that there are inherent dangerous risks
associated with being around horses and working with horses. A horse may behave in a manner
that results in damage to property and/or serious bodily injury, including but not limited to,
broken bones, head injuries, trauma, pain and suffering or death ("Harm" or "HARM"), to the
person handling or riding the horse and to other persons and their horses and other property.
Risks associated with activities involving horses include, but are not limited to, property damage,
serious bodily injury or even death caused by horses bucking, rearing, biting, stumbling, falling,
trampling, scratching or striking. A horse may act unpredictably, including, but not limited to, as
a result of sudden movement, loud noise, unfamiliar environment, weather conditions, slippery,
hard or uneven footing, or the introduction of unfamiliar persons, animals or objects. A horse
may also react in a dangerous manner when the horse seeks to flee or defend itself based on its
natural instincts, when a collision occurs with an object or another animal, or when a person fails
to exercise reasonable care around the horse. Horseback riding is one of the few sports where a
smaller, weaker predator animal (a human) tries to control the movements of a larger, stronger
prey animal (the horse), each having a limited understanding of the other. Participant, and the
parent or legal guardian of Participant if Participant is a minor, agree(s) to assume all such risks
in consideration for being allowed to ride, participate in and/or observe horse related activities at
the Equestrian Center. **Participant's Initials** _____ / **Parent or Legal Guardian's Initials**
_____.

(b) **Release of Liability and Waiver of Claims.**

IN CONSIDERATION FOR BEING ALLOWED TO RIDE, PARTICIPATE IN AND/OR OBSERVE ANY EQUESTRIAN ACTIVITIES AT THE EQUESTRIAN CENTER, PARTICIPANT AND THE PARENT OR LEGAL GUARDIAN OF PARTICIPANT (IF PARTICIPANT IS A MINOR), HEREBY AGREE(S) TO RELEASE AND DISCHARGE THE OPERATOR AND MANAGER OF THE EQUESTRIAN CENTER, CINNABAR EQUESTRIAN OPERATIONS INC., A CALIFORNIA CORPORATION (HEREINAFTER "CEO INC.") AND ITS PREDECESSOR, CINNABAR EQUESTRIAN OPERATIONS LLC A LIMITED LIABILITY CORPORATION. (HEREINAFTER "CEO LLC."), AND THE OWNER OF THE EQUESTRIAN CENTER, SILVER BRONZE CORPORATION, A CALIFORNIA CORPORATION (HEREINAFTER "SBC"), AND EACH OF THEM, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, ASSIGNS, SUCCESSORS AND PREDECESSORS, FROM ANY AND ALL LIABILITY FOR ANY ACTS OF NON-INTENTIONAL MISCONDUCT, ORDINARY NEGLIGENCE OR WANT OF ORDINARY CARE ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE OPERATION OF THE EQUESTRIAN CENTER, AND/OR THE CONDITION OF ANY PORTION OF THE EQUESTRIAN CENTER.

PARTICIPANT, AND THE PARENT OR LEGAL GUARDIAN OF PARTICIPANT (IF PARTICIPANT IS A MINOR), UNDERSTAND AND AGREE THAT EXCEPT FOR ACTS OF GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, THIS RELEASE AND WAIVER OF LIABILITY SHALL APPLY TO ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND/OR LITIGATION AGAINST CEO INC., CEO LLC, SBC, AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, EMPLOYEES, ASSIGNS, SUCCESSORS AND PREDECESSORS, FOR ANY DAMAGES, LOSSES OR OTHER HARM, INCLUDING BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE, SUSTAINED OR WHICH MAY BE SUSTAINED BY PARTICIPANT WHILE RIDING, HANDLING OR OTHERWISE BEING NEAR HORSES AT THE EQUESTRIAN CENTER, AND TO PARTICIPANT'S PERSONAL PROPERTY UPON THE PREMISES OF THE EQUESTRIAN CENTER.

IT IS FURTHER AGREED TO BY PARTICIPANT, AND THE PARENT OR LEGAL GUARDIAN OF PARTICIPANT (IF PARTICIPANT IS A MINOR), THAT THIS RELEASE OF LIABILITY SHALL APPLY TO AND BE BINDING UPON PARTICIPANT AND PARTICIPANT'S PERSONAL REPRESENTATIVES, HEIRS, ASSIGNS AND NEXT OF KIN.

(c) **Indemnification and Hold Harmless.** Participant, and Participant's parent or legal guardian (if Participant is a minor), agree(s) to defend, indemnify and hold harmless, CEO INC., CEO LLC and SBC, and each of them, and each of their respective officers, directors, shareholders, members, agents, affiliates, servants, representatives, operators and employees, with respect to any and all losses, claims, liabilities, damages, causes of action, lawsuits, judgments, orders, attorneys' fees, costs and expenses, related to or resulting from any damage, injury or loss sustained or caused by Participant, sustained or caused by any horse while being ridden or handled by Participant, and/or related to or resulting from any damage, injury, or loss sustained or caused by any vehicles, equipment, personal property, guests or animals of Participant or Participant's family while on the premises of the Equestrian Center. To the fullest extent allowed by law, the terms of this paragraph shall apply regardless of any losses or damages caused or allegedly caused by any acts of ordinary negligence, want of ordinary care or non-intentional misconduct of CEO INC., CEO LLC and/or SBC, and their respective officers,

directors, shareholders, members, agents, affiliates, servants, representatives, operators, and employees, in connection with the condition or operation of the Equestrian Center or Participant's use of the facilities at the Equestrian Center.

(d) **Promise Not to Bring Suit.** Participant, and Participant's parent or legal guardian (if Participant is a minor), agree(s) to not bring any claim against, sue, demand compensation from or attach the property or assets of CEO INC., CEO LLC, SBC, and/or their respective officers, directors, shareholders, members, agents, servants, representatives, employees, assigns, successors and predecessors, or any of them, for any loss or damage arising or resulting directly or indirectly from Participant's participation in Equestrian Activities or Participant's presence at the Equestrian Center, which are released and waived by the terms of this Agreement.

(e) **Competent to Execute This Agreement.** In the event that Participant is not over eighteen (18) years of age, the person signing this Agreement hereby represents that he or she is a parent or legal guardian of Participant, with full rights of custody and control, and that he or she is authorized to execute this Agreement on Participant's behalf. If a parent or legal guardian of a Participant consents to the minor's use of the Equestrian Center facilities and the minor's participation in Equestrian Activities at the Equestrian Center by signing this Agreement, the undersigned parent or legal guardian agrees to assume all of the obligations of this Agreement on the minor's behalf.

(f) **Severability.** The terms of this Agreement shall be governed by and interpreted according to the laws of the State of California. If any provision of this Agreement is held to be in violation of California law, that provision may be severed from the Agreement, and the remaining provisions of the Agreement shall remain in force.

(g) **Representation and Warranties.** Participant, and Participant's parent or legal guardian (if Participant is a minor), hereby warrant:

(1) I, THE UNDERSIGNED, HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH AND/OR PROPERTY LOSS OR DAMAGE. IN ADDITION, I ALSO UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF LIABILITY AND WAIVER OF CLAIMS.

(2) IF THIS AGREEMENT IS BEING SIGNED ON BEHALF OF A MINOR, I UNDERSTAND THAT THE MINOR IS ALSO GIVING UP IMPORTANT LEGAL RIGHTS, AND THAT I HAVE EXPLAINED THE TERMS OF THIS AGREEMENT TO THE MINOR.

(3) I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

PARTICIPANT

Print Name

Signature

Dated: _____

Address: _____

Home Phone: _____ Business Phone: _____ Cell Phone: _____

AND, IF PARTICIPANT IS A MINOR, PARENT OR LEGAL GUARDIAN FOR:

Print Name of Participant

Print Name of Parent or Legal Guardian

Signature

Dated: _____

Address: _____

Home Phone: _____ Business Phone: _____ Cell Phone: _____

NOTE: Participant, and if Participant is under 18 years of age Participant's Parent or Legal Guardian, must sign this Agreement.