



Waiver, Release, and Indemnity Agreement

For and in consideration of permitting Rider to enroll and participate in horse related activities and instruction provided by April Atwell, individually and d.b.a. Topline Equestrian Center LLC and their associates, officers, agents, servants, employees, licensees, or successors in interest (collectively referred to herein as "Topline") at Topanga Canyon Ranch (Topanga Canyon Ranch and its owners, associates, officers, agents, servants, employees, licensees or successors in interest collectively referred to herein as "TCR") in the city of Los Angeles, county of Los Angeles, and state of California, the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, emotional trauma, property damage, or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or instructions may continue, and Rider does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge, and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, emotional trauma, property damage or wrongful death against Topline and TCR for any of said causes of action whether the same shall arise by the passive or active negligence of any of said persons, or otherwise.

Rider further agrees for him/herself, his/her heirs, executors, administrators, or assigns that he/she will assume the risk of and release Topline and TCR of all liability for any injury or damage to Rider's body or property or Rider's death due any negligent failure to obtain adequate medical services, to evacuate or supply treatment, medicine, or trained rescue personnel. In the event Rider is injured and unable to give consent, Topline and/or TCR or their agents may, at Rider's cost, arrange or supply medical treatment or other emergency services on Rider's behalf as Topline and/or TCR deem essential for Rider's safety and wellbeing.

Rider agrees for him/herself, his/her heirs, executors, administrators, or assigns that he/she shall indemnify against liability, court costs, and attorney's fees and save harmless Topline and TCR from all claims, and/or causes of action, brought by Rider and/or any guest or invitees of Rider for personal injuries, emotional trauma, property damage or wrongful death caused by actions of Rider and/or guests or invitees of Rider or actions of horse(s) owned or leased by Rider.

RIDER EXPRESSLY ACKNOWLEDGES THAT HE/SHE HAS BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE ACTIVITY AND INSTRUCTING OF HORSEBACK RIDING AND UNDERSTANDS THAT HORSE SPORTS MAY BE DANGEROUS AND HAZARDOUS ENDEAVORS, EVEN LEADING TO PERMANENT INJURY OR DEATH.

IT IS THE INTENTION OF RIDER BY THIS INSTRUMENT, TO EXEMPT, RELIEVE, AND INDEMNIFY TOPLINE AND TCR FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE AND THAT THE FOREGOING WAIVER AND RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY LAW.

