



Waiver, Release, and Indemnity Agreement

For and in consideration of permitting Rider to enroll and participate in horse related activities and instruction provided by Angie Martin-Lalpinski and April Atwell, individually and d.b.a. Topline Equestrian Center 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 well being.

Rider, agrees for him/herself, his/her heirs, executors, administrators, or assigns that he/she shall indemnify against liability, court costs, and attorneys 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.

Any controversy or claim arising out of, or relating to, this agreement, or the making, performance, or interpretation of it, shall be settled by arbitration in Los Angeles, California, under the commercial arbitration rules of the American Arbitration Association then existing, and the judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

This Agreement shall not be construed against the drafting party by operation of law or otherwise for any reason. This Agreement constitutes the entire agreement between the parties in connections with the subject matter hereof and supersedes all prior agreements, understandings, negotiations, discussions, or representation (including but not limited to the subject of safety) whether oral or written, made by the parties and/or TCR. No modification or amendments to this Agreement shall be of any force or affect unless made in writing and executed by the party to be charged therewith. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired and any invalid, illegal or unenforceable provision shall be limited or interpreted to the minimum extent necessary to cure its defect. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to cost and reasonable attorney's fees.

Rider expressly acknowledges that he/she has read the foregoing, is fully aware of the legal consequences of signing the within instrument and is entering this Agreement of his/her own free will.

Rider: _____ Dated: ___/___/___
 print name signature
_____ Dated: ___/___/___
 address city state zip code
(____)_____ (____)_____ (____)_____ Dated: ___/___/___
 home phone work phone cell phone
_____ Dated: ___/___/___
 email address fax number

IN CASE OF AN EMERGENCY NOTIFY: _____
 name and relationship
(____) _____ Dated: ___/___/___
phone number

WITNESS: _____ Dated: ___/___/___

I, as parent or legal guardian of the above named minor, hereby give my permission for my child or legal ward to participate as a Rider and further agree, individually and on behalf of my child or ward, to the terms above.

PARENT OR GUARDIAN: _____ Dated: ___/___/___
(when applicable) name signature

Topline Equestrian Center
121 Old Topanga Cyn. Road, Topanga CA 90290