CLOVERLEAF CAMP/ACTIVITY PARTICIPATION AGREEMENT, LIABILITY RELEASE AND INDEMNITY AGREEMENT

CLOVERLEAF RANCH
3892 OLD REDWOOD HWY, SANTA ROSA, CA 95403
OFFICE TELEPHONE: (707) 545-5906

CAUTION:
THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS.
BY SIGNING IT YOU ARE WAIVING LEGAL RIGHTS AND ASSUMING LEGAL LIABILITIES. YOU ARE ADVISED TO READ THIS CONTRACT CAREFULLY BEFORE SIGNING, AND WILL BE PRESUMED TO HAVE DONE SO FOR PURPOSES OF ANY DISPUTE ARISING OUT THE THIS CONTRACT OR THE MATTERS SET FORTH HEREIN.

The signatory(s) hereto hereby enter into this Camp/Activity Participation Agreement, Liability Release and Indemnity Agreement (hereinafter "Contract"), with Cloverleaf Ranch (a California Corporation) (hereinafter "the RANCH") as more fully set forth below. This Contract is deemed effective upon signing and shall be in effect each and every time thereafter that the persons subject to this Contract engage in conduct that is anticipated by this Contract.

1. **DEFINITIONS** (as used in this Contract):

A. The term BUSINESSES PROVIDING SERVICES AT THE RANCH includes each of the following businesses, all of which independently provide services at the RANCH:

(1). The RANCH and the owners thereof including, but not limited to, Shawna, Ron and Ginger DeGrange, and their spouses and children;
(2). any farrier, veterinarian or other equine service provider providing services on the PREMISES with the express approval of the RANCH;
(3). any organization providing services at or conducting activities on the PREMISES with the express approval of the RANCH; and
(4). all persons working for, voluntarily or otherwise providing services to CLIENT or their HORSE on behalf of any of the persons or entities identified in subparagraphs 1.A. (1)-(3) of this Contract, their agents, employees, and assigns.

B. The term **HORSE** refers to any member of the equine species.

C. The terms **EQUINE ACTIVITY** and **HORSEBACK RIDING** shall refer to the handling, training and care of HORSES, whether mounted or not, to the riding and exercising of HORSES, and to being in the presence of HORSES for any purpose whatsoever.

D. The term **CAMP ACTIVITIES** shall refer to those activities an individual is entitled to participate in when they attend a Cloverleaf Ranch Day Camp or Resident Camp and may include EQUINE ACTIVITIES, HORSEBACK RIDING, archery, riflery, swimming, fishing, use of the batting cages, zip line, low rope course, barbequing, camping out or in a provided cabin, arts and crafts, other sports and any other activities which are provided to a CLIENT pursuant to a Day or overnight Resident camp program.

E. The term **PARTICIPANT** includes any and all persons engaged in an EQUINE ACTIVITY or CAMP ACTIVITY or who are otherwise present on the PREMISES (as defined at ¶ 1.G.) for any purpose.

F. The term **CLIENT** includes any and all persons who are signatories to this contract or on whose behalf this Contract has been executed.

G. The term **PREMISES** shall include the properties located at 3892 Old Redwood Hwy, Santa Rosa, CA (commonly known as Cloverleaf Ranch) including all easements thereon, and all natural conditions and improvements thereon, including but not limited to arenas, round pens, barns, stalls, pastures, paddocks, fences, gates, tacking areas, cross-ties, feed and tack rooms, obstacles and other equine equipment, open areas, walkways, paths, trails, roads, dining, seating and picnic areas, cabins and camping areas, creeks, waterways, pools, natural and man-made ponds, tennis courts, game fields, firing and archery ranges, zip lines, rope courses, obstacle courses and unimproved lands. To the extent that CLIENT may enter other properties (with or without permission) adjacent to Cloverleaf Ranch, those properties and the natural

conditions and improvements thereon are included in the definition of PREMISES for the limited purpose of any claim or action against the RANCH or the persons and entities that have an ownership or possessory interest in those properties. The term PREMISES shall also include the private home and personal storage which are on the property, and all natural conditions and improvements thereon. However no term of this contract gives any person the right to enter or use those private premises.

H. The plural of each term defined herein shall have the same meaning as the singular. To the extent that each term defined herein is used in this Contract, the singular shall be read as the plural and the plural shall be read as the singular, as appropriate given the circumstances.

2. **CONSIDERATION FOR THIS CONTRACT**:

A. **ENTRY and PARTICIPATION**: Each signatory hereto hereby agrees that in consideration of CLIENTS:

(1) being permitted entry upon the PREMISES;
(2) their HORSES being permitted upon the PREMISES pursuant to a Boarding Agreement; and/or
(3) being permitted to participate in EQUINE ACTIVITIES, CAMP ACTIVITIES and other activities on the PREMISES to the extent agreed upon by the parties hereto;

each signatory, on behalf of himself/herself and each person on whose behalf he/she has executed this Contract, consents to the terms of this Contract and assumes all risks and liabilities set forth herein. To the extent that any person or entity with an ownership or possessory interest in the PREMISES and/or any BUSINESSES PROVIDING SERVICES AT THE RANCH is not a first party to this Contract, it is an intended third party beneficiary, as against CLIENT, of all of legal defenses this Contract confers upon the RANCH.

B. **INCORPORATION OF RANCH RULES:** Each signatory hereto hereby agrees and represents that in consideration of CLIENTS being permitted upon the PREMISES of RANCH for any purpose CLIENT has received, reviewed, understands and consents to the Cloverleaf Ranch Rules (Addendum "A").
The Cloverleaf Ranch Rules are updated periodically; current Ranch Rules are posted on the RANCH bulletin board and are available upon request. CLIENT acknowledges and stipulates that for purposes of any claim or cause of action arising out of the matters that are the subject of this Contract, he/she will be deemed to have read and to have agreed to comply with the Cloverleaf Ranch Rules that were in effect and posted on the date the claim or cause of action arose.

C. **ENTRY ON THE PREMISES**: CLIENT hereby agrees and represents that in consideration of being permitted to enter and use the PREMISES, for any purpose, including but not limited to EQUINE ACTIVITIES, CAMP ACTIVITIES or using the facilities or equipment, he/she has, or immediately upon entry will, inspect such PREMISES. CLIENT acknowledges and stipulates that for purposes of any claim or cause of action arising out of the matters that are the subject of this Contract, he/she will be deemed to have inspected and found the PREMISES acceptable and safe for his/her intended use, and the intended use of any person on whose behalf CLIENT has executed this Contract, and any HORSE CLIENT may bring or cause to be brought onto the PREMISES.

In further consideration of being permitted to enter and use the PREMISES, facilities and equipment, CLIENT assumes liability for all improvements on the PREMISES that are damaged by the acts or omissions of CLIENT, CLIENT'S HORSE(S), persons on whose behalf CLIENT has executed this Contract and persons who enter the PREMISES upon CLIENT'S invitation.

D. **ASSUMPTION OF THE RISK**: It is stipulated that CLIENT enters the PREMISES, participates in EQUINE ACTIVITIES, CAMP ACTIVITIES and otherwise uses the PREMISES, facilities and equipment at CLIENT'S own risk. In further consideration of being permitted to enter the PREMISES, to participate in EQUINE ACTIVITIES, CAMP ACTIVITIES and otherwise use the PREMISES, facilities and equipment, and the benefits to be provided under this Contract, each signatory hereto assumes and accepts all of the risks, terms and conditions described in this Contract (including those described at ¶ 3 of this Contract), on behalf of him/herself, his/her heirs (including all minor children), administrators, estate, assigns and representatives. To the extent that a signatory hereto is executing this Contract in his/her capacity as the parent or legal guardian of another person, he/she assumes and accepts all of the risks, terms and conditions described in this Contract (including those described at ¶ 3 of this Contract), on behalf of each said person, and said person's parents, guardians, heirs (including minor children), administrators, estate, assigns and representatives. All BUSINESSES PROVIDING SERVICES AT THE RANCH and all persons/entities

with an ownership or possessory interest in the PREMISES identified in this Contract are intended third party beneficiaries of this paragraph.

E. **RELEASE OF LIABILITY and COVENANT NOT TO SUE**: In further consideration of being permitted to enter the PREMISES, to participate in EQUINE ACTIVITIES, CAMP ACTIVITIES and otherwise use the PREMISES, facilities and equipment, and the benefits to be provided under this Contract, each signatory hereto on behalf of him/herself, his/her heirs (including all minor children), administrators, estate, assigns and representatives, and to the extent that a signatory hereto is executing this Contract in his/her capacity as the parent or legal guardian of another person, on behalf of each said person, and said person's parents, guardians, heirs (including minor children), administrators, estate, assigns and representatives fully releases, acquits and discharges RANCH, all other BUSINESSES PROVIDING SERVICES AT THE RANCH, all persons/entities with an ownership or possessory interest in the PREMISES identified in this Contract, and any and all other persons, firms, entities or corporations who are or can ever in any way be liable to the undersigned, of and from all claims, demands, damages, actions and causes of action of every kind and nature (including but not limited to rights of indemnity and contribution) known or unknown, existing, claimed to exist, or which can ever hereafter arise out of or result from or in connection with: the use of the PREMISES; hidden, latent or obvious defects in the PREMISES; hidden, latent or obvious defects in any facilities or equipment that may be provided for CLIENT'S use by RANCH; EQUINE ACTIVITIES; CAMP ACTIVITIES; or any of the other the risks, terms and conditions described in this Contract (including those itemized in ¶3 of this Contract), including but not limited to any and all liability for any injuries and damages to persons, HORSES and/or property that may arise from the strict liability, passive negligence or active negligence of RANCH, all other BUSINESSES PROVIDING SERVICES AT THE RANCH, all persons/entities with an ownership or possessory interest in the PREMISES identified in this Contract, and the other parties herein released. This Contract includes a stipulation that none of the releasing parties shall sue a party herein released for any matter that is covered by this release.

Each signatory to this Contract has been fully advised and understands that the injuries and damages that may be sustained and are waived by this Contract are of such a character that the full extent and type of such injuries and damages, if any, are unknown at the date hereof, and may be of an unanticipated character or extent. Nevertheless, each signatory does hereby for himself/herself and each person on whose behalf he/she has executed this Contract, forever and fully release and discharge the parties herein released and discharged, and understands that by the execution of this instrument no further claims may ever be asserted by the releasing parties, or on their behalves. The undersigned agree as a further consideration that **provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived**, and the signatories hereto understand that said Section provides:

> *A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

F. **INDEMNITY AGREEMENT**: In consideration of CLIENT of being permitted to enter the PREMISES, to participate in EQUINE ACTIVITIES, CAMP ACTIVITIES and otherwise use the PREMISES, facilities and equipment, and the benefits to be provided under this Contract, each adult signatory to this Contract hereby agrees to **indemnify, provide a legal defense to, and hold the RANCH, all other BUSINESSES PROVIDING SERVICES AT THE RANCH and all persons/entities with an ownership or possessory interest in the PREMISES identified in this Contract** harmless from any damages, losses, injuries, demands, claims, settlements or judgments caused by or arising from the strict liability, negligent, reckless, and/or intentional acts or omissions of: said signatory; a person on whose behalf said signatory has executed this Contract as a parent or legal guardian; and/or a person who has been brought onto the PREMISES by said signatory or a person on whose behalf said signatory has executed this Contract as a parent or legal guardian.

3. **RISKS ASSUMED:**

The risks assumed by execution of this Contract include, but are not limited to, the risks associated with: (1) EQUINE ACTIVITIES; (2) CAMP ACTIVITIES; (3) the failure of any equipment or tack the RANCH may provide for the purpose of HORSEBACK RIDING or CAMP ACTIVITIES (including failures resulting from hidden, latent and patent/obvious defects in the equipment and tack); (4) the acts or omissions of persons, HORSES and/or other animals under the control of RANCH; (5) acts of nature and wild animals; (6) acts of persons, HORSES and other animals that are not within the control of RANCH; (7) the presence and acts of domestic animals and livestock, including but not limited to cats, dogs and cattle; and (8) conditions of the PREMISES and improvements thereon. The risks acknowledged and assumed by execution of this Contract specifically include, but are not limited to:

A. **HORSES ARE INHERENTLY DANGEROUS:** The RANCH does not permit anyone to jump a horse on the premises. Even without jumping HORSEBACK RIDING is a vigorous, rugged, adventurous, recreational sporting activity that at all times, and despite all safety precautions, involves many obvious and non-obvious inherent risks. No HORSE is completely safe; no amount of training can make a HORSE completely safe; and no amount of care, caution, instruction or expertise can ensure that a PARTICIPANT or HORSE will not be injured while engaging in EQUINE ACTIVITIES. A HORSE is a very large, fast and athletic animal that must at all times be presumed to be unpredictable and potentially dangerous, and a PARTICIPANT must at all times be presumed to be at risk of harm from a HORSE. Even an unprovoked HORSE can stumble, trip or fall, injuring itself, its rider/handler, bystanders, or another PARTICIPANT, and/or another HORSE. HORSES can and do cause damage to property, injury to animals and people, and injury to themselves. This occurs when HORSES are handled with reasonable care by both inexperienced and expert horsemen.

B. **A FRIGHTENED HORSE:** If a HORSE is startled, frightened, injured or provoked, it may divert from it's training and act according to it's natural survival instincts that include, but are not limited to: stopping short; tripping, falling or stumbling; changing direction and/or speed at will; shifting/throwing it's weight from side to side; bucking; rearing; biting; kicking or running from the perceived danger; or pulling back from the person holding the lead line or the object to which the HORSE is tied. The stimuli that will startle, frighten or provoke a given HORSE may vary from day to day or even from moment to moment. No person can reliably predict the stimuli that will startle, frighten or provoke a HORSE.

C. **INCREASED RISKS OF TRAINING AND COMPETITION:** The process of training to improve the performance and skill of the rider or HORSE inherently involves challenging the HORSE and rider to perform tasks they have never before accomplished, and challenging the HORSE and rider to perform familiar tasks with increased precision and/or speed, thus increasing the risks associated with EQUINE ACTIVITIES. Competing on a HORSE inherently involves challenging the HORSE and rider to perform at and test the extreme limits of their skills, thus increasing the risks associated with EQUINE ACTIVITIES.

D. **INJURIES CAUSED BY A HORSE:** If a rider falls or is thrown from a HORSE to the ground it will generally be at a distance of at least 3½ to 5½ feet in the event of a fall, a greater distance if the rider is thrown, and can be at a high rate of speed. In the event a rider falls from or is dragged by a HORSE, or a horse falls/lands in whole or in part on a person, steps on, kicks, bites or runs into a person, the person may sustain *SERIOUS, PERMANENT PHYSICAL OR MENTAL INJURIES, INCLUDING PERMANENT DISABILITY, PARALYSIS, BRAIN DAMAGE* or even *DEATH*. Those injuries may result in the need for extended medical care or treatment, long term personal care, and/or hospitalization.

E. **VOLLEY BALL, FOOTBALL and TENNIS:** Volley ball, touch football and tennis are active sports that can result in serious and even permanent injuries from contact with equipment or other participants.

F. **ARCHERY and RIFLERY ARE INHERENTLY DANGEROUS:** The handling and use of archery equipment and firearms (including air pellet rifles), and being around them when they are handled and used, is inherently dangerous. Archery and riflery are high risk activities. Although the risks can be minimized by particular safety practices and personal discipline, the risk of injury from the activities and weaponry involved in archery and riflery is significant. If struck by an arrow, pellet or even the air from an air rifle an individual may sustain *SERIOUS, PERMANENT PHYSICAL OR MENTAL INJURIES, INCLUDING PERMANENT DISABILITY, PARALYSIS, BRAIN DAMAGE* or even *DEATH*. Those injuries may result in the need for extended medical care or treatment, long term personal care, and/or hospitalization.

G. **SWIMMING and KYACKING:** When swimming and/or kayaking are taking place as an organized CAMP ACTIVITY a lifeguard will be present. A lifeguard will not be present at the pool or lake at any other time. Minors may not swim without a lifeguard present. Although the risks can be minimized by particular safety practices and personal discipline, swimming, fishing and kayaking inevitably involve the risk of drowning. Diving and swinging from ropes involves the risk of falling at the wrong time or badly, which can result in *SERIOUS, PERMANENT PHYSICAL OR MENTAL INJURIES, INCLUDING PERMANENT DISABILITY, PARALYSIS, BRAIN DAMAGE* or even *DEATH.* Those injuries may result in the need for extended medical care or treatment, long term personal care, and/or hospitalization.

H. **HIGH ROPES, ROCKWALL, and ZIP LINE:** Although the risks can be minimized by particular safety practices and personal discipline, climbing and traveling across the high rope course and using the zip line involve the risk of falling which can result in *SERIOUS, PERMANENT PHYSICAL OR MENTAL INJURIES,*

INCLUDING PERMANENT DISABILITY, PARALYSIS, BRAIN DAMAGE or even *DEATH.* Those injuries may result in the need for extended medical care or treatment, long term personal care, and/or hospitalization.

I. **CONDITIONS OF NATURE and PROPERTY, and THIRD PARTY ACTS:** Neither RANCH, the other BUSINESSES PROVIDING SERVICES AT THE RANCH nor the persons/entities with an ownership or possessory interest in the PREMISES identified in this Contract have exclusive rights to the PREMISES, any portion thereof, or some of the premises adjacent thereto. RANCH, the other BUSINESSES PROVIDING SERVICES AT THE RANCH and the persons/entities with an ownership or possessory interest in the PREMISES identified in this Contract cannot control and are not responsible for total or partial acts, occurrences or elements of nature or for animals that can startle or frighten a HORSE or PARTICIPANT. Some examples include: thunder, lightening, wind, rain, falling trees, wild and domestic animals, insects, birds, irregular footing, temperature, natural or man-made landscaping, and improvements to property such as fencing, paving, and holes dug by others. Persons who are not parties to this Contract move about the PREMISES frequently and at will, accompanied by HORSES, other animals, vehicles, equipment and other possessions. RANCH, the other BUSINESSES PROVIDING SERVICES AT THE RANCH and the persons/entities with an ownership or possessory interest in the PREMISES identified in this Contract cannot control and are not responsible for the acts or omission of each other or third parties, their animals or their possessions.

J. **UNIQUE CONDITIONS OF THE PREMISES:** The PREMISES commonly known as Cloverleaf Ranch encompass approximately 160 acres of ranch property and improvements. HORSES are permitted to graze in areas that are used for trail rides and a rider may come across a loose horse. In addition to the typical conditions found on a horse property, this land has areas of very steep terrain and is specifically known to have rocks, holes including holes created by ground squirrels, and trees. In addition, bobcats, mountain lions, coyotes, rattle snakes, ticks carrying Lyme disease and animals that may carry Rabies are known to be on the PREMISES. Although The RANCH'S horses are used to the shooting that takes place on the property, the shooting of firearms are is known to frighten some HORSES. Even HORSES that usually appear to be unaffected by gunshots may be frightening by them on some occasions. CLIENT expressly assumes the risks associated with those conditions and activities.

4. **ADDITIONAL TERMS AND CONDITIONS:** In further consideration for the services and benefits to be provided under this Contract:

A. **PROTECTIVE HEADGEAR, FOOTWEAR and BODY WEAR for EQUINE ACTIVITIES:** Protective helmets are available and recommended by RANCH for all persons participating in an EQUINE ACTIVITY. **At all times while mounted on a HORSE, minors must wear helmets that meet the current ASTM and SEI standards for EQUINE ACTIVITIES.** Protective footwear specifically designed for EQUINE ACTIVITIES, with appropriate heels, hard soles and reinforced toes are available and recommended by RANCH. Protective body wear, such as cross-country vests designed to protect the torso in the event of a fall, are also recommended by RANCH. PARTICIPANTS are exclusively responsible for providing their own protective headgear, footwear and body wear. RANCH reserves the right to refuse the use of the PREMISES to any person who is not wearing protective headgear, footwear and/or body wear, but RANCH bears no responsibility, in whole or in part, for any injuries or damages that arise out of or have been contribute to by a PARTICIPANT'S failure to wear such gear while engaged in EQUINE ACTIVITIES under this Contract. Although assuming no duty to do so, STABLE may provide protective helmets or cross-country vests to PARTICIPANTS who have failed to provide their own; however it is understood that the equipment may not be a perfect fit for the PARTICIPANT. The signatories to this Contract and the PARTICIPANTS on whose behalf this Contract has been executed assume the risk and responsibility of deciding whether to use any equipment provided by the RANCH.

B. **PROTECTIVE EYE WEAR:** Protective eye wear is provided by the RANCH and **required** to be worn by all individuals while they are engaging in archery or riflery.

C. **PROTECTIVE HELMETS and HARNESSES: At all times while engaging in the high rope, zip line and batting cage activities offered by the RANCH, PARTICIPANTS are required to wear helmets.** Helmets are provided by the RANCH for use in the batting cage but individuals may provide their own helmets for use in the batting cage. PARTICIPANTS are required to wear a safety harness and helmet provided by the Ranch while engaging in the ropes course.

D. **LIFE VESTS:** Life vests are provided by the RANCH and **required** to be worn at all times while kayaking or canoeing.

E. **RULES OF THE PREMISES:** CLIENT hereby agrees and represents that in consideration of being permitted upon the PREMISES of the RANCH, for any purpose, he/she has, or immediately upon entry

will, review the facility's rules which are posted on the facility bulletin board and/or available upon request. CLIENT acknowledges and stipulates that for purposes of any claim or cause of action arising out of the matters that are the subject of this Contract, he/she, and any person on whose behalf CLIENT has executed this Contract, will be deemed to have read and agreed to comply with the currently posted rules.

COMPLIANCE WITH RANCH POLICIES: CLIENT hereby agrees that if he/she brings or invites any other person onto the PREMISES CLIENT shall have that person (or if a minor, the parent or legal guardian of that person) read and execute the Activity Participation Agreement, Liability Release and Indemnity Agreement used by the RANCH and will ensure that said person reviews and understands the Rules posted by the Stable before that person is permitted past the RANCH office or to participate in any EQUINE ACTIVITY , CAMP ACTIVITY or other activity on the PREMISES, including but not limited to the handling and riding of horses.

F. **RIGHT TO REFUSE USE OF THE PREMISES:** The RANCH reserves the right to refuse to provide use of the PREMISES to any PARTICIPANT at any time, with or without cause and with or without notice (including during the course of an EQUINE ACTIVITY, CAMP ACTIVITY, Resident or Day Camp). Reasons the RANCH may refuse to provide use of the PREMISES include, but are not limited to: violation of the rules and/or policies of the RANCH; the physical or mental condition or acts of any HORSE, person or animal; acts and conditions of nature; PARTICIPANT'S inability or refusal to follow the instructions of the RANCH, its offices or employees regarding acts or omissions of a PARTICIPANT that affect the management, care, welfare or safety of a HORSE; PARTICIPANT'S inability or refusal to follow the reasonable recommendations of the RANCH, its officers or employees regarding acts or omissions by PARTICIPANT that affect the health or safety of third parties or the enjoyment of EQUINE ACTIVITIES, CAMP ACTIVITIES, Resident or Day Camp or other use of the facilities by third parties.

G. **PRIVATE PROPERTY:** CLIENTS are responsible for securing and insuring their own HORSES, equipment and other personal items, including their tack, trailer and vehicles. The possessions of others are not covered by the RANCH'S insurance and may not be covered by the insurance of any other BUSINESSES PROVIDING SERVICES AT THE RANCH or the insurance of the persons/entities with an ownership or possessory interest in the PREMISES identified in this Contract.

H. **IMAGE AND AUDIO USE:** Each signatory hereto on behalf of him/herself, his/her heirs (including all minor children), administrators, estate, assigns and representatives, and to the extent that a signatory hereto is executing this Contract in his/her capacity as the parent, legal guardian or legal representative of another person, on behalf of each said person, and said person's parents, guardians, heirs (including minor children), administrators, estate, assigns and representatives agrees that the RANCH, its owners, agents and assigns may publish images and voice recordings of CLIENTS and their HORSE(S), taken while they are on the PREMISES, for any purpose, including commercial use. Those images may include but are not limited to photographs, videotapes, digital recordings, audio recordings, web casts and cablecasts. Any rights in connection with such use, including any claim for compensation, invasion of privacy, right of publicity or misappropriation is hereby waived and released.

5. **ATTORNEYS FEES and COSTS:** In any claim or lawsuit arising out of the matters covered by this Contract or the alleged breach of this Contract, each prevailing party shall be entitled to recover from the non-prevailing parties his/her reasonable attorneys fees and costs incurred in the prosecution or defense of the matter.

6. **CHOICE OF LAW:** The laws of the State of California shall apply to any dispute arising out of matters that are the subject matter of this Contract or any dispute to enforce the terms of this Contract, and shall control the interpretation of this Contract. To the extent that any provision of this Contract may be rendered void or found to be unenforceable, the remaining provisions shall survive to the extent that the intent of the parties with regard to each such remaining provision has not been materially altered by the exclusion of the void / unenforceable provision.

7. **VENUE and JURISDICTION:** Any legal action or proceeding arising out of the activities and matters that are the subject of this Contract, or the alleged breach of this Contract, shall be brought in a court of the State of California, in the County of Sonoma. All parties to this Contract hereby stipulate that said court(s) exercise personal jurisdiction over them for purposes of an action arising out of the activities and matters that are the subject of this Contract, or the alleged breach of this Contract, and that said venue is convenient.

8. **NO BAILMENT:** CLIENTS hereby agree and stipulate that no bailment is created by virtue of any service or act performed, or to be performed, pursuant to this Contract.

9. **COMPLETE AGREEMENT:** This Contract constitutes and memorializes the entire agreement between the parties as to the matters provided for herein, and may only be modified by a subsequent written agreement. The parties bound by this Contract agree that no representations, statements or inducements, other than those expressly provided for herein, are relied upon in entering into this Contract.

10. **COUNTERPART:** This Contract may be executed in counterpart, and each copy shall be treated and may be used as if it were an original for any purpose allowed by the laws that apply to this Contract. However, all copies together shall constitute but one Contract.

ADDENDUM "A" TO
ACTIVITY PARTICIPATION AGREEMENT,
LIABILITY RELEASE AND INDEMNITY AGREEMENT

CLOVERLEAF RANCH RULES
3892 OLD REDWOOD HWY, SANTA ROSA, CA 9540, OFFICE PHONE: (707) 545-5906
Effective as of May 3, 2011

For the safety and enjoyment of our clients and other visitors,
Cloverleaf Ranch requires that all persons who enter the premises follow these rules

1. Activity Participation Agreement, Liability Release and Indemnity Agreement: As a condition of entering and/or using the premises, each person is required to sign Cloverleaf Ranch's Activity Participation Agreement, Liability Release and Indemnity Agreement. If you have not signed the contract, you may not be on the premises. The contract can be obtained from the ranch office.

2. Risk of Harm: Each person who enters the premises and/or uses the facilities does so at their own risk. NEVER walk or stand directly behind a horse; they can and will kick.

3. Accident or Injury: In the event you or your horse are injured notify the office IMMEDIATELY at (707)545-5906.

4. Use of Premises: The ranch reserves the right to refuse use of the premises to any person at any time, with or without cause and with or without notice, including during the course of a riding lesson, camp or event.

5. Feeding and Petting: We understand you are here to enjoy the animals at the ranch but many of the horses are not owned by Cloverleaf Ranch and visitors are asked to leave them alone. Cloverleaf Ranch's lesson horses may be petted ONLY if you obtain permission from a Cloverleaf Ranch instructor and they are there to supervise you.

6. Dogs: Service dogs are welcome. NO other dog is permitted on the premises.

7. Smoking: Smoking is not permitted anywhere on the premises.

8. Access: Only trainers are allowed in the lesson barn. Only Cloverleaf Ranch employees are allowed in the lofts and hay areas. The hot walker is only for horses in training with Cloverleaf.

9. Business activities: No business activities are permitted on the premises without the express prior approval of the ranch management. Business activities include, but are not limited to, training, teaching, exercising horses, feeding, blanketing and cleaning. Veterinarians, farriers and other equine health care providers are required to obtain the prior approval of barn management before providing services, unless an emergency situation exists and barn management cannot be reached.

I hereby acknowledge that I have read, understand and, for myself and the persons on behalf of whom I am signing this Contract, voluntarily accept the terms of this Participation Agreement, Liability Release and Indemnity Agreement and Addendum "A." I understand that by signing this Contract I am waiving legal rights and assuming legal liabilities on behalf of myself and those persons on whose behalf I am executing this Contract, and intend that my signature be a complete and unconditional assumption of all expressly and impliedly disclosed risks and release of all liability to the greatest extent allowed by law.

PLEASE COMPLETE THIS SUBSECTION. You must complete this subsection on your own behalf, even if you are also executing this contract as a parent or guardian. If you execute this Contract on behalf of a person under eighteen years of age, you are representing that you are the legal parent or guardian of that person and are authorized to enter into this Contract on their behalf.

Date _____ Executed at (city, state): _____

Parent/Guardian Print Name _____

Parent/Guardian Signature _____

On behalf of myself and as (circle one): Father / Mother / Legal Guardian of:

Camper/Minor's Name: _____, Date of Birth _____

Camper/Minor's Name: _____, Date of Birth _____

Camper/Minor's Name: _____, Date of Birth _____

Camper/Minor's Name: _____, Date of Birth _____

Camper/Minor's Name: _____, Date of Birth _____