

3 Star Ranch
Equine Therapy for the Whole Family, Professional Corporation

2400 W. Las Flores Ave.

Ridgecrest, CA 93555

Release of Liability

In exchange for participation in the activity of equine assisted psychotherapy organized by 3 Star Ranch Equine Assisted Psychotherapy for the Whole Family, PC (“3 Star Ranch”), of 2400 W. Las Flores Avenue, Ridgecrest, CA 93555 and/or use of the property, facilities and services of 3 Star Ranch,

I, _____ of _____,
(Name) (Address)

agree for myself (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by 3 Star Ranch, or the employees, representatives, or agents of 3 Star Ranch.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge 3 Star Ranch for injury, loss, or damage arising out of my or my family’s use of or presence upon the facilities of 3 Star Ranch, whether caused by the fault of myself, my family, 3 Star Ranch or other third parties.
3. I agree to indemnify and defend 3 Star Ranch against all claims, causes of action, damages, judgements, cost or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s use of or presence upon the facilities of 3 Star Ranch.
4. I agree to pay all damages to the facilities of 3 Star Ranch caused by my or my family’s negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that 3 Star Ranch has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
7. This Agreement and each of its terms are the product of an arms’ length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either “for” or “against” a particular party based upon their status as the drafter of a specific term, language, or provision

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giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code 1654 to this Agreement, as well as any other statute or common law principles of similar effect.

8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. In case of an emergency, please call _____
(Relationship: _____) at _____ (Home/Work),
or _____ (Cell).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILTY SURRENDER CERTAIN LEGAL RIGHTS.

Print Participant Name

Signature

Parent/Guardian

Witness

Date: _____

Relationship to Minor

Date: _____

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