



VOLUNTARY RELEASE, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT

I, the undersigned, on behalf of myself and my personal representatives, heirs, next of kin, spouse and assigns, and on behalf of my minor child(ren) named below, DO HEREBY AGREE THAT:

(a) I RELEASE AND FOREVER DISCHARGE InBalance, LLC, Peter McKim Pulitzer and Amy Steel Pulitzer, owners of 1044 Meadows End Dr., Monte Nido, California, and Emma and Charlotte Pulitzer, and all of their agents, employees, personal representatives, heirs, next of kin, and all other persons acting on their behalf or in concert with them (hereinafter the "Released Parties") from any and all claims and liability, based on negligence, strict liability, failure to warn or supervise or otherwise, AND AGREE NOT TO SUE Released Parties for injury, death, loss or damage to me (or my child), or any other person, animal or property, directly or indirectly arising out of or resulting from the handling of any horse (whether owned by me, Released Parties or otherwise, and whether under supervision of an instructor, counselor or otherwise), or the presence of me (or my child) or equipment on the property of the Released Parties, or in any adjacent areas where horses are ridden, boarded or handled. I promise to indemnify and hold Released Parties harmless from any loss, injury, damage, claim, judgment or expense that Released Parties may incur arising out of my (and my child's) activities or presence on such property or in such areas.

(b) PARTICIPATING IN, OBSERVING, OR BEING IN THE PRESENCE OF ACTIVITIES INVOLVING HORSES or ponies POSES DANGER AND RISK OF INJURY OR DEATH. I acknowledge that: (1) worn and defective equipment, and other horses and riders are hazardous to me (and my child). (2) The facilities and equipment of Released Parties are not believed to be free of defects or deterioration; (3) the condition of the facilities is subject to hazards including gopher holes, rocks, debris, walls, low hanging trees, and falling branches; (4) the existence of dogs, cats, birds, insects, other animals, cars, trucks, motorcycles, helicopters, other vehicles, sirens and other noises in and around the area may pose increased hazards. Nevertheless, I VOLUNTARILY ELECT TO ASSUME ALL RISKS connected with the entry of me (and my child) onto the property of the Released Parties and adjacent areas, and with participation in activities involving horses.

The undersigned hereby acknowledges that s/he have read this Release from Liability form in its entirety, that s/he understands the terms of this release and has signed this release voluntarily and with full knowledge of the effects thereof.

Name (Participant): _____

Signature (Parent or Guardian): _____ Date: _____

In case of emergency, notify:

Name: _____ Phone: _____