



Santa Margarita Ranch  
LLC

750 Pismo Street  
San Luis Obispo, California 93401  
Phone: (805) 543-4477 \* Fax: (805) 543-4488

**SANTA MARGARITA RANCH RIDE WAIVER AND RELEASE**

**THIS IS A WAIVER OF RIGHTS AND AN AGREEMENT NOT TO SUE. YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING THIS DOCUMENT. SIGNING THIS DOCUMENT IS A CONDITION TO ENTERING UPON SANTA MARGARITA RANCH (THE "RANCH") AND PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO, ANY TRAIL RIDE.**

I, \_\_\_\_\_ (name) agree to release Santa Margarita Ranch, LLC, hereinafter called "SMR", its members and managers (and the members and managers of its members and managers), licensees, employees, affiliates, agents, contractors, invitees, attorneys, other guests, other users of the Ranch, and owners of property leased or operated by SMR or on which any activity described herein takes place, from any and all claims and complaints of liability, injuries, and damages of whatsoever kind or nature whether to persons or to property, that result or are alleged to result from the undersigned's participation in any or all activities located on the Ranch, or on property leased, owned, or operated by SMR or its affiliates, whether or not such activities are undertaken by the undersigned alone or with other guests of SMR or with employees, agents, members, managers, contractors, or affiliates of SMR. For all purposes hereunder, an "affiliate" of SMR is any person or entity which directly or indirectly owns more than 10% of the beneficial interest in SMR or controls, is controlled by, or under common control with SMR.

The undersigned freely represents and warrants to SMR and its members, managers, and affiliates that:

1. I understand that trail rides, and all events and activities associated with them are dangerous. As a participant, whether as a guest, an independent contractor, or a volunteer, I understand it exposes me to a substantial and serious risk of property damage, personal injury or death.
2. I understand that (i) the activity of horseback riding or leading or being near a horse is an inherently dangerous activity with substantial inherent risk of injury or death; such risks include but are not limited to, loss of control of the horse, collisions, obstacles, creeks, bridges, roads, and traffic; and (ii) any natural or man-made hazard can cause horses, irrespective of their previous behavior and characteristics, to act or react unpredictably based upon instinct, fright or lack of proper control by the rider.
3. I understand that the Ranch and other properties owned, leased, or operated by SMR or its affiliates are populated with cattle and wild animals such as deer, wild pigs, coyotes, bobcats, mountain lions, rattlesnakes, and other animals, all of which can be dangerous.
4. I am fully aware that participation in activities on the Ranch and other properties owned, leased, or operated by SMR or its affiliates may expose me to substantial and serious risk of property damage and/or personal injury or death, and in consideration for having been given permission to enter upon that real property commonly known as the Santa Margarita Ranch, as well as property leased, owned, or operated by SMR or its affiliates and participation in such activities, I release SMR or any other successor-in-interest and their respective members, managers, officers, directors, employees, attorneys, affiliates, and agents of each entity or organization ("Releasees") from liability for any and all claims for damages for death, personal injury of property damage which I may have, or which may hereafter accrue to me or my heirs as a result of my participation in any activities on the Ranch, or properties owned, leased, or operated by SMR or its affiliates, which may be sustained, including any claims that are known and unknown, foreseen and unforeseen, future or contingent.
5. I shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Releasees arising out of or related to the actions, causes of action, claims and demands hereby waived, released or discharged by me. This Release shall be binding upon me and my spouse, legal representatives, heirs, successors, and assigns.
6. I have read and understand California Civil Code Section 1542, which section states as follows: "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."

Having read and understood Section 1542, I hereby waive the provisions of said section and assume all risks for claims heretofore or hereafter arising, known or unknown related to the above-described activities, and notwithstanding the provisions of Section 1542, hereby knowingly, voluntarily and expressly release all Releasees from all liability for claims for damages to property or personal injury or death arising out of, connected with or relating to the above-described activities.

7. I am \_\_\_\_\_ years old.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

The above participant is a minor under the age of 18. The undersigned is the parent or legal guardian of the minor and ratifies and adopts each of the representations, warranties, waivers, and releases made above, incorporates them herein as if made by the undersigned parent or legal guardian, and consents to the participation of the minor in the above-described activities.

\_\_\_\_\_  
Signature of Parent or Guardian of Minor Child Participant

\_\_\_\_\_  
Date