



LIABILITY RELEASE

LIMITATION OF LIABILITY. THIS IS A LEGAL CONTRACT THAT AFFECTS YOUR RIGHTS. YOU ARE RELEASING YOUR RIGHT TO SUE OR CLAIM ANY LOSS. PLEASE READ IT CAREFULLY.

No person is permitted to enter the property located at Jewelz Ranch, Avenue 50, Indio, CA 92201 USA (hereinafter "Property") unless this document is signed. All others are deemed to be trespassing and have no permission to enter the property.

This release of liability is hereinafter referred to as "Agreement." The Owner does not accept any responsibility for the actions of "Guest" (renter, tenant, production crew/talent, employee, independent contractor, polo player, equestrian, groom, event attendee, general contractor, crew, on-site worker, or any visitor whatsoever) or others in the Guest's party or given access to the premises by the Guest or for any consequences due to their actions. Guest and those in Guest's party are responsible for securing their children, securing their own personal property, including tools, machinery, trailers, vehicles, horse equipment, tack, production equipment and other valuables, as well as the Property, which includes keeping the gates closed at all times, and doors locked upon leaving (if granted permission to enter inside).

Guest acknowledges and understands that there are potentially dangerous animals on the property. Horses are inherently dangerous animals, and by nature are unpredictable and are prone to causing injury to themselves and others, and damage to property. Guest hereby assumes the risk of any such damaged to himself, herself, Guest's children, or Guest's property. Furthermore, Guest acknowledges and agrees that equestrian activities are inherently dangerous, and further assumes the risk of any injury or damages that may occur as a result of Guest's participation in any equestrian activities. Participation in equestrian activity includes, but is not limited to, riding horses, riding lessons, grooming, brushing, petting or feeding the animals, being a spectator at an equestrian activity, or otherwise being on a property where equestrian activities are located. Guest further acknowledges all risks associated with any athletic activity performed on the property, and understands that Owner is not responsible for any injuries whatsoever, including death or disability. Owner is not responsible for any injuries to Guest for any harm sustained at a private event or party, including death or disability, and Guest fully understand and releases Owner from any and all such claims, even if such claims are due to Owner's own negligence.

Guest acknowledges and understands that it is of the essence to this Agreement, and Guest hereby agrees on behalf of Guest, Guest's agents, and other third parties whether invited, uninvited, known or unknown (collectively "Releasing Parties"), that Guest and the other Releasing Parties do hereby unconditionally and irrevocably release and forever discharge Owner, its officers, directors, hosts, co-hosts, members, shareholders, employees, representatives, agents and assigns, of all of the forgoing to the fullest extent permissible under law from and against any and all claims of property damage, personal injury, serious injury, and death, associated with the Property or actions occurring on or near the Property, as well as any consequential suits, costs, attorney's fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, whether at Guest's instance or at the instance of any third party, and whether or not concealed or hidden (collectively, the "Released Claims") in any way directly or indirectly related to or arising directly or indirectly out of use of the Premises, including without limitation: (i) whether such damage, injury, death, or loss be a direct, indirect, consequential, or otherwise, result from Guest's use of the Property including without limitation claims for any harm, loss, physical or mental injury, physical or mental illness, emotional distress, death, disability, disfigurement, loss or harm to Guest or Guest's property, or damage to person that Guest or any third party may suffer and any and all claims, demands, damages, costs, expenses and causes of action that Guest and the other Releasing Parties may now have or may hereafter have or suffer due to or in any way arising out of any act or

omission of any Released Party (Owner); and/or (ii) Guest's own actions and/or the actions of the Releasing Parties; and/or (iii) any loss or damage to property and/or equipment; and/or (iv) the actions of any unrelated third parties invited by Guest or Releasing Parties; Guest and the other Releasing Parties hereby unconditionally and irrevocably agree that neither Guest nor the other Releasing Parties will sue or make any claim against Owner, its officers, directors, hosts, co-hosts, members, shareholders, employees, representatives, agents and assigns with respect to the Released Claims.

Guest and the other Releasing Parties acknowledge that there is a possibility that subsequent to the execution of this Agreement, they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by them at that time may have materially affected their decision to execute this Agreement. Guest and the other Releasing Parties acknowledge and agree that by reason of this Agreement, and the release contained in the preceding subsections, Guest, on behalf of Guest and the other Releasing Parties, is assuming any risk of such unknown facts and such unknown and unsuspected claims. Guest has been advised of the existence of Section 1542 of the California Civil Code, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Guest and the other Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law, or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this Agreement, and without such waiver Guest would not have been permitted to occupy the Premises hereunder. Guest, on behalf of Guest and the other Releasing Parties, hereby represents that Guest and they have been advised by their legal counsel, acknowledge and understand the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

Guest further agrees to indemnify and hold harmless and defend Owner against any liabilities, losses, damages or expenses of whatever kind of nature, including attorney's fees which Owner may sustain or incur for any loss injury or damage which may be incurred by anyone else either personally or to the animals on the Property as a result of (i) my actions, (ii) the actions of any animals brought on, or permitted to be brought on the Property or be present on the Property, (iii) the actions of any family members, guests, employees, contract workers, invitees or in any other capacity, or (iv) the actions of any of the animals brought on or permitted to be brought on the Property by any of the persons described above. Guest agrees that the waiver and indemnities contained herein shall be binding upon myself, and my heirs, successors and assigns.

I ACCEPT AND AGREE:

DATED: _____

Signature

Printed Name

Address:

Phone: _____