

**SUNSHINE RANCH THERAPEUTIC RIDING, INC.**  
**VOLUNTEER AGREEMENT AND RELEASE FROM LIABILITY**

1. I agree to work for Sunshine Ranch Therapeutic Riding, Inc. ("Sunshine Ranch") as a volunteer.
2. As a volunteer, I understand that I will not be compensated for any time spent volunteering, nor am I entitled to benefits, including employment insurance benefits, upon the termination of this agreement or as a result of this service.
3. I am aware that participation as a volunteer may require periods of physical activity such as standing and lifting and will require the exercise of reasonable care to avoid injury. I am also aware that there will be horses on the premises and acknowledge that a horse or pony may, without warning or apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, and that saddles or bridles may loosen or break, resulting in serious injury or death to me or any person within close proximity of a horse.
4. Acknowledge that the handling of a horse or being in close proximity to a horse is an inherently dangerous activity and involves risks that may cause serious injury and, in some cases, death because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
5. I am voluntarily participating in this activity with knowledge of the hazards and potential dangers involved, including, without limitation, handling of the horse or being in close proximity to a horse or on the premises of the stable, and agree to accept any and all risks of personal injury and property damage.
6. As consideration for volunteering for Sunshine Ranch, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue SUNSHINE RANCH or its employees, agents or contractors for injury or damage resulting from the ordinary negligence, whether active or passive, or other acts, however caused, by any of its officers, employees, agents, or contractors of SUNSHINE RANCH as a result of my volunteering. I HEREBY RELEASE AND DISCHARGE SUNSHINE RANCH AND ITS OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS (EACH, A "RELEASEE") FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, MY HEIRS (INCLUDING, WITHOUT LIMITATION, MY CHILDREN), GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FOR INJURY OR DAMAGE RESULTING FROM MY PARTICIPATION IN THE PROJECT.
7. I hereby indemnify, and save and hold harmless, each Releasee from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with my (or my child(ren)) handling a horse or being in close proximity to a horse or on the premises of the stable from or contributed to by my (or my child's) own negligence.
8. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF THE PROJECT, I AM NOT COVERED BY SUNSHINE RANCH'S WORKERS' COMPENSATION PROGRAM. I authorize SUNSHINE RANCH to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer. I understand that I will be responsible for medical costs incurred by such accident, illness or injury.
9. During and after my volunteer period, I will not use any SUNSHINE RANCH property for any purpose other than for the benefit of SUNSHINE RANCH. Except for business uses related to the performance of my work as a volunteer, I will not remove from the SUNSHINE RANCH premises any SUNSHINE RANCH property without written consent of my supervisor. In the event of my termination as a volunteer, or at any time at the request of SUNSHINE RANCH, I will return all SUNSHINE RANCH property.
10. I hereby authorize SUNSHINE RANCH to use, reuse, and to grant others the right to use and reuse my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video, and digital, or other electronic media), both during and after my volunteer project, for whatever purposes SUNSHINE RANCH deems necessary.
11. I agree that all copyrightable material, notes, records, drawings designs, inventions, improvements, developments, discoveries and trade secrets (collectively, "Developments") conceived, made or discovered by me as an SUNSHINE RANCH volunteer are the sole property of SUNSHINE RANCH. In addition, any Developments which constitute copyrightable subject matter shall be considered "works made for hire" as that term is defined in the United States Copyright Act. I agree to assign (or cause to be assigned) and do hereby assign fully to SUNSHINE RANCH all Developments and any copyrights, patents, mask work rights or other intellectual property rights relating thereto.

12. I agree to comply with any instructions given or rules established by Sunshine Ranch or any of its employees, guides or wranglers with regard to my (or my child) handling of the horse or being in close proximity to a horse or on the premises of the stable.

13. I agree that I have read and understand the following language of Section 1542 of the California Civil Code which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.”

Having reviewed this provision, I nevertheless voluntarily release the Releasees from all liability for claims arising out of the matters set forth herein. I understand the word “claims” to include all actions, claims, and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action.

14. I expressly agree that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the laws of the State of California and is intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of this agreement is determined to be invalid, illegal or unenforceable for any reason, the balance of the agreement shall not be affected or impaired in any way and shall continue in full force and effect.

15. I acknowledge that this document is a contract and agree that if a lawsuit is filed against Sunshine Ranch or its owners, agents, employees, guides or volunteers for any injury or damage in breach of this contract, I will pay all attorney’s fees and costs incurred by such persons in defending such an action.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND THAT IT IS A PROMISE NOT TO SUE AND RELEASE AND INDEMNIFY THE RELEASEES FOR ALL CLAIMS. I HAVE CONCLUDED THAT THE RISKS INVOLVED AND THE RELEASE AND WAIVER OF LIABILITY IS WORTH THE PLEASURE OF VOLUNTEERING FOR SUNSHINE RANCH AND ACKNOWLEDGE THAT THE SAME IS VALUABLE CONSIDERATION FOR THIS RELEASE AND WAIVER OF LIABILITY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed/typed name: \_\_\_\_\_

If minor, parent or guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed/typed name of both parent/guardian AND volunteer:

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