



SQUARE PEG FOUNDATION LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

(PLEASE READ CAREFULLY)

This Liability Release and Indemnification Agreement (the "Agreement") is entered into by the undersigned, individually [and as parent or legal guardian of the minor whose name is set forth on the signature pages (the "Minor")], in favor of Square Peg Foundation, a California public benefit corporation, its directors, officers, employees, controlling persons, fiduciaries, agents (including volunteers), and affiliates, including without limitation Pastorino Hay and Wayne & Dana Pastorino 921 Miramontes St. Half Moon Bay, (each a "Released Party," and collectively, the "Released Parties").

BACKGROUND

Square Peg Foundation uses horsemanship to teach children and adults important life lessons and complex skills, such as responsibility, commitment, teamwork, appreciation of diversity, empathy and personal dignity (the "Square Peg Program").

AGREEMENT

In consideration of [your/the Minor's] participation in the Square Peg Program, you hereby agree as follows:

- 1. Voluntary Participation; Assumption of Risk.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT [YOU/THE MINOR ARE/IS] VOLUNTARILY PARTICIPATING IN THE SQUARE PEG PROGRAM, WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED. IN PARTICULAR, YOU AWARE AND UNDERSTAND THAT THE HANDLING, CARE, AND RIDING OF HORSES ARE INHERENTLY HAZARDOUS ACTIVITIES. You are aware and understand that horses are powerful, unpredictable, and potentially uncontrollable animals. All horses, even those that are well trained and appear calm and docile, may and will buck, rear, kick, bite, run, and bolt uncontrollably, without warning, and without apparent cause or in response to external stimuli (such as wind, sound, or movement of people, other horses, other animals, motor vehicles, bicycles, machinery, doors, or other inanimate objects) that may induce fear, panic, anger, or reflex actions in the horse. You are aware and understand that serious, permanent bodily injury and disability or death of [you/the Minor], or others within the vicinity of horses, may result from the handling, care or riding of horses, or being in the vicinity of horses, and that horses and other property belonging to [you/the Minor] or others may be, as applicable, killed, injured, or damaged. YOU HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY (INCLUDING PERMANENT INJURY, DISABILITY OR DEATH) AND ALL FINANCIAL LOSSES, DAMAGES AND DESTRUCTION ARISING FROM [YOUR/THE MINOR'S] PARTICIPATION IN THE SQUARE PEG PROGRAM.
- 2. Indemnification.** You hereby agree to indemnify, defend and hold harmless the Released Parties and each of them from and against any and all claims, past, present or future (including, but not limited to, claims for costs and attorneys' fees), demands, suits, actions, or causes of action of any kind, whether groundless or otherwise, and from and against any and all losses, damages, penalties, liabilities, judgments, liens, costs, counsel fees, indebtedness, expenses and liabilities whatsoever which any of the Released Parties at any time shall or may sustain or incur by reason of any claim which may be made in respect of [your/the Minor's] participation in the Square Peg Program.
- 3. Release of Claims and Agreement not to Sue.** On behalf of yourself [the Minor] and [our/your] respective successors in interest, heirs, beneficiaries, distributees, guardians, legal representatives and assigns, you hereby fully waive, release, agree not to sue and forever discharge the Released Parties and each of them from any and all claims, past, present or future (including, but not limited to, claims for costs and attorneys' fees), damages, penalties, demands, actions, suits, liabilities, judgments, liens, losses, indebtedness or causes of action of any kind, known or unknown, suspected or unsuspected, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, property damage, property destruction or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by [you/the Minor] or by any other person as a direct or indirect result of [your/the Minor's] participation in the Square Peg Program, whether caused by the negligence of any of the Released Parties or otherwise.

Square Peg Foundation
PO Box 29249
San Francisco, CA 94129
<http://www.everyonefits.org>

Rev. 5/1/2005



4. Unknown Claims. You hereby agree that the release in section 3 shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, and waive the provisions of California Civil Code section 1542, which reads: "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."

5. Miscellaneous. Any action to enforce or interpret this Agreement may only be brought in the courts of the State of California, or of the United States located in the State of California. Except as to matters governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the substantive laws of the State of California. If, for any reason, any provision of this Agreement, or any portion thereof, shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect. You hereby agree that any such invalid provision will be replaced with a valid provision that most closely approximates the intent of the invalid provision.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY AND A PROMISE NOT TO SUE OR MAKE A CLAIM. I AM AWARE THAT IT IS A CONTRACT BETWEEN MYSELF AND THE SQUARE PEG FOUNDATION. I SIGN IT OF MY OWN FREE WILL AND HAVE FULL AUTHORITY AND CAPACITY TO DO SO.

Dated: _____, 200_

Print Name [of Minor]

Signature [of Parent/Guardian]

[Minor's Date of Birth]

Address: _____

Telephone: _____