

RAINBOW REACH, LLC
OAK DANCE
RELEASE OF LIABILITY
(rev. 5/2019)

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE that I voluntarily enter upon the premises of Ellie Insley and Rainbow Reach, LLC, a California limited liability company (“Rainbow Reach”), located at 9356 Graton Road, Sebastopol, California 95472 (the “Premises”), and I have voluntarily agreed to participate in OAK DANCE ACTIVITIES. I understand and acknowledge that the Premises are a working ranch and that while on or near the Premises I may be in close proximity to horses and Equine Activities and I voluntarily enter into this Release of Liability (the “Release”). Also I acknowledges that activities related to the Oak Dance involve inherent risks and I voluntarily enter into this Release regarding those activities.

I UNDERSTAND THAT HORSES ARE INHERENTLY DANGEROUS AND INVOLVE NUMEROUS RISKS OF SERIOUS INJURY, THAT ALL SUCH RISKS ARE MY RESPONSIBILITY AND I ASSUME THESE RISKS, including, without limitation, permanent trauma or death, negligence that increases any risks inherent with horses, collisions, obstacles whether they are obvious or not obvious. I and/or my family, guardian or other persons, further understand that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct, natural innate behavior or fright or unforeseen circumstances which are among the inherent risks to be assumed by me while on the premises.

AS PART OF THE OAK DANCE ACTIVITIES, I UNDERSTAND THAT I MAY ENCOUNTER RISKS DUE TO PARTICIPATION IN THE SWEAT LODGE, AND THE DANCE ITSELF, INCLUDING BUT NOT LIMITED TO VARIATIONS IN TERRAIN AND/OR ENVIRONMENT THAT ARE MY RESPONSIBILITY AND I FURTHER ASSUME THESE RISKS, including, without limitation, as Rainbow Reach is located upon a working ranch property, any tractors, delivery trucks, construction equipment, vehicles, creeks, water, bridges, traveled roads, ground terrain, wild animals, insects, dogs, stumps, forest growth, debris, rocks, cliffs, sculptures, gates (closed and open) and other obstacles whether they are obvious or not obvious, man made or natural or unforeseen.

In consideration for the services of, and/or being permitted access to and the use of the facilities of, Rainbow Reach, whether or not I participate in OAK DANCE Activities, I DO HEREBY RELEASE AND FOREVER DISCHARGE FROM ANY LEGAL LIABILITY RAINBOW REACH, ELLIOTT C. INSLEY, ANY TRUSTS CONTROLLED BY ELLIOTT C. INSLEY, AND ANY PERSONS OR OFFICERS, MEMBERS, AFFILIATED ORGANIZATIONS, AGENTS, REPRESENTATIVES, FAMILY MEMBERS OR EMPLOYEES OF ANY OF THE FOREGOING (the “Rainbow Reach Releasees”) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, LOSSES COSTS AND/OR EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES AND COURT COSTS (“CLAIMS”), THAT ARISE FROM MY ENTRANCE UPON THE PREMISES OR THEREABOUTS, WHETHER OR NOT RELATED TO THE OAK DANCE AND WHETHER OR NOT SUCH CLAIMS WERE DUE TO THE NEGLIGENCE OF ANY OF THE RAINBOW REACH RELEASEES, OR FROM ANY OTHER CAUSE.

Civil Code § 1542 Waiver. I hereby further acknowledge that there is a risk that subsequent to the execution of this Release, I may incur, suffer, or sustain injury, illness, loss, damage, expenses, or

any of these, which are in some way caused by and/or connected with the persons, entities and/or matters released herein, or which are unknown and unanticipated at the time this Release is signed, and/or which are not presently capable of being ascertained. Nevertheless, I hereby expressly waive all rights I now have or may in the future have in such unknown or unsuspected claims and I waive my rights under California Civil Code § 1542, which Civil Code section provides 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.”

I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RAINBOW REACH RELEASEES FOR ANY CLAIMS THAT ARISE FROM MY ENTRANCE UPON THE PREMISES OR THEREABOUTS, WHETHER OR NOT RELATED TO ANY EQUINE ACTIVITIES AND WHETHER OR NOT SUCH CLAIMS WERE DUE TO THE NEGLIGENCE OF ANY OF THE RAINBOW REACH RELEASEES, OR FROM ANY OTHER CAUSE, INCLUDING, WITHOUT LIMITATION, ANY INJURY THAT OCCURS WHILE ANY HORSES ARE IN STALL OR PADDOCK, OR BEING LED, RIDDEN, “GROUND HANDLED”, OR AT LIBERTY.

I hereby grant permission and authority to Rainbow Reach, its agents and authorized employees to act for me in executing verbal instructions or if unable to contact me, to act for me in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for me in the event of any perceived medical emergency. I further hereby release pursuant to the release described above, forever discharge and hold harmless the Rainbow Reach Releasees from any claim whatsoever that arises or may hereafter arise on account of any first aid, medical treatment, or service rendered to me.

THIS CONTRACT SHALL BE LEGALLY BINDING UPON ME, MY HEIRS, MY ESTATE, ASSIGNS, LEGAL GUARDIANS, MY PERSONAL REPRESENTATIVES AND MY FAMILY.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE AND SIGN IT OF MY OWN FREE WILL.

Name:

Signature:

Date:
