

**The Breeder's Assistant
James R. Kubiak
16036 Spangler Peak Rd.
Ramona, CA 92065
760-789-8264**

**Bravo Quarter Horses
Pepe & Michelle Bravo
778 Olive Street
Ramona, CA 92065
760-789-7174**

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AND AGREEMENT TO ITS TERMS.

I, _____ (hereinafter the "Undersigned) on behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns (if Undersigned is a minor, Undersigned's parent or guardian _____) do hereby:

Acknowledge that horse handling, training or breeding are dangerous activities and involve RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable reactions and behavior of horses, regardless of training and past performance. Voluntarily assume the risk and danger of injury or death inherent in the use or handling of any horse/pony, equipment or gear either my own or provided to me by James R (AKA: Jim) Kubiak (hereinafter "EQUINE PROFESSIONAL") or by Pepe & Michelle Bravo (hereinafter "OWNERS").

RELEASE, DISCHARGE AND PROMISE NOT TO SUE EQUINE PROFESSIONAL OR OWNERS, doing business under its own name or any other name and/or any of its officers, employees and agents (hereinafter "Releasees"), for any loss, liability damage or cost whatsoever arising out of or related to any loss, damage or injury (including death) to my person, or my minor child or property unless the damages are caused by the direct, willful and wanton gross negligence of the EQUINE PROFESSIONAL or OWNERS.

Acknowledge that this document is a contract and agree that if a lawsuit is filed against the EQUINE PROFESSIONAL or OWNERS or their agents or employees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the EQUINE PROFESSIONAL or OWNERS in defending such an action.

I agree to be responsible for any damage caused to the EQUINE PROFESSIONAL'S or OWNER'S property by my equine, equipment or myself, including vehicle and/or towed trailer.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS DOCUMENT:

Date: _____ Signature: _____

Guardian's Signature (if minor): _____