

Leave a Trail  
3375 Calaveras Rd  
Milpitas, CA 95035  
408 726 8453,

Chaparral Country Corporation  
458 Palo Alto Ave  
Mountain View, CA  
Tel: (408) 726-8453

### **Instruction, Waiver and Release Agreement**

THIS INSTRUCTION, WAIVER AND RELEASE AGREEMENT ("Agreement") IS A LEGAL AGREEMENT BETWEEN YOU AND LEAVE A TRAIL/CHAPARRAL COUNTRY CORP. (the "company"). PLEASE READ THE AGREEMENT CAREFULLY BEFORE SIGNING IT. IF YOU DO NOT SIGN THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO PARTICIPATE IN EQUESTRIAN ACTIVITIES WITH CHAPARRAL COUNTRY CORP. EMPLOYEES AND PERSONNEL OF THE COMPANY HAVE NO AUTHORITY TO MODIFY OR WAIVE ANY PART OF THIS AGREEMENT.

This Agreement covers all equestrian activities ("Equestrian Activities") with Leave a Trail/Chaparral Country Corp; The Company provides services at various locations (Activity Locations").

**YOUR RESPONSIBILITY:** When you participate in Equestrian Activities with the company you take unconditional responsibility for your actions and those of the horses in your care. You understand the Equestrian Activities involve inherent risks which can lead to injuries. You understand the propensity of horses to react to sounds, sudden movements, smells and unfamiliar objects. You also understand the potential of another individual acting in a negligent or unskilled manner, which may lead to accidents. You understand that maintaining control of horse(s) in your care at all times is your responsibility. This includes, but is not limited to, horses attempting to flee ("run away with the rider"), buck, kick, rear, and/or bite. As a condition of permitting you to participate in Equestrian Activities, you expressly assume responsibility for those risks, and release and agree to hold harmless Leave a Trail/Chaparral Country Corp, Zerve, Inc. its employees and volunteers, both as corporate entities and private individuals under the terms and conditions below.

**Agreement:** The Company and you agree as follows:

1. In consideration of the fees you pay, the Company will provide Equestrian Activities. These fees are due in advance of the Equestrian Activity and are non-refundable.
2. You acknowledge that the Company has informed you of the risks involved with Equestrian Activities, some of which are described in "YOUR RESPONSIBILITY" above. You acknowledge that you understand and accept these risks. YOU ACKNOWLEDGE THAT EQUESTRIAN ACTIVITIES CARRY WITH THEM INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN.
3. You are fully aware and acknowledge that Equestrian Activities can be hazardous activities and agree to take unconditional responsibility for your actions as well as their consequences, including but not limited to any injury, illness, death, or damage resulting in any way from your conduct. You are also responsible for injury, illness, death or damage to property caused by horses you own or are under your control. You are voluntarily participating in Equestrian Activities with knowledge of the dangers involved. Accordingly, you assume, agree to, and accept any and all risks of injury, illness, death, or damage to property belonging to, or in the possession, occurring as a result of Equestrian Activities with Company and Company Representatives (as defined below).
4. As consideration for the Company permitting you to participate in Equestrian Activities, you hereby agree that you, and your assignees, heirs, guardians, executors, and personal representatives will not make a claim against or sue the Company, Zerve Inc or its members, officers, employees, agents, or volunteers for the Company (collectively, "Company Representatives") on account of injury, illness, death, or damage resulting in any way from the negligence (whether active or passive) or other acts, howsoever caused, by the Company or a Company Representative or its independent contractors as a result of your participation in Equestrian Activities.
5. You release and discharge the Company and all Company Representatives, Zerve Inc, and their respective successors, assigns, heirs, guardians, executors, and personal representatives from, and waive, all claims, demands, actions, demands, or causes of action, known or unknown, that you might otherwise have or may hereafter have against the Company Zerve Inc or any Company Representative for injury, illness, death, or damage resulting in any way from your participation in Equestrian Activities, even if the Company, Zerve Inc or a Company Representative is negligent (whether actively or passively) or commits unintentional wrongful acts. Such claims, demands, actions, or causes of action are referred to in this Agreement collectively as "Claims."
6. You hereby agree to hold the Company, Zerve Inc and Company Representatives harmless from, and will indemnify the Company, Zerve Inc and Company Representatives for: (a) injury, illness, death, or damage of or to you, horses that you own, or any other property of yours resulting in any way from your participation in Equestrian Activities, (b) any Claims, (c) your own conduct while participating in Equestrian Activities, including but not limited to any injury, illness, death, or damage to property caused by you and (d) injury, illness, death, or damage to property caused by horses that you own or are under your control.
7. You acknowledge that the Company and Company Representatives are not responsible for any hazards or hazardous conditions at the Activity Locations, or for any injury, illness, death, or damage resulting from them, and that the owners and/or lessors of the Activity Locations are solely responsible for any of the foregoing.
8. You acknowledge that you have no physical infirmity, ailment, illness, or injury that may affect your health and safety while participating in Equestrian Activities.
9. You are advised by this agreement that California Civil Code Section 1542 says: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM JUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." You acknowledge you understand California Civil Code Section 1542 and waive its benefits, with the intent that This agreement shall include a release and waiver of claims known and unknown, and suspected and unsuspected.
10. If you sue or bring a claim against the Company, Zerve Inc or you otherwise breach Section 5, 6, or 7 of this Agreement, the Company shall be entitled to recover, as an element of the costs of suit or arbitration and not as damages, reasonable attorneys' fees to defend your suit or claim to be fixed by the court or arbitrator(s) (including without limitation, costs, expenses, and fees on any appeal). If, following such a suit or claim, the Company, Zerve Inc asserts a counterclaim or cross complaint in such suit or other proceedings to enforce or interpret any part of this Agreement, the Company shall be entitled to recover, as an element of the costs of suit or arbitration and not as damages, reasonable attorneys' fees arising out of such counterclaim or cross complaint to be fixed by the court or arbitrator(s) (including without limitation, costs, expenses, and fees on any appeal). The Company shall be entitled to recover its costs of suit or arbitration, regardless of whether such suit or arbitration proceeds to final judgment.
11. Any controversy or claim arising out of or relating to Equestrian Activities, this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Supplementary Procedures for Consumer-Related Disputes, and judgment on the award rendered by the arbitrator(s) may be entered in

