

Fabulous Horse Farm



Located at: 4141 Hwy 76, Fallbrook, CA

Mailing Address: 1742 Sunset Drive, Vista, CA 92081-6313

Owned by Tom and Marjorie Gordon

Pedro O Correa, Forman. P: 760-468-5331

VISITOR AGREEMENT, WAIVER AND RELEASE OF LIABILITY

This Agreement is between Fabulous Horse Farm (Tom and Marjorie Gordon) (hereinafter "Farm") and;

_____ (hereinafter "Visitor"),
(print your name)

with mailing address of: _____ and

contact information of: Phone#: _____ Email: _____

such that Farm will allow Visitor to enter the property (including with their horse and vehicles) and use the Farm's horse facilities as described below; and Visitor wishes to avail of this access in order to ride their horse or to ride another's horse on Farm's property and use the Farm's facilities at their own risk and under the conditions set forth below (check as applicable);

If you are with a Resident Trainer's program, please write Trainer's name: Tauni Beckmann / So Cal Eventing

The Visitor's horse trailer must be parked in the designated area only and only at Visitor's own risk

NO OUTSIDE TRAINERS will be allowed to use these premises without the prior approval of Farm; having given a copy of their certificate of liability insurance naming the Farm and Tom & Marjorie Gordon, as additional insured; and they have signed this Waiver and Release of Liability.

RELEASE AND WAIVER OF LIABILITY: Visitor hereby assumes full responsibility for and does hereby release Farm its owners, employees, family or agents from any liability to Visitor and/or Visitor's employees, agents, family, friends, invitees, contractors or animals for any claim on account of or due to any loss, damage, illness, or bodily injury to Visitor and/or Visitor's employees, agents, family, friends, invitees, contractors, or their horses or other animals on or around Farm and/or 4141 Hwy 76 (hereinafter "Property"). And further; all horses are present on the Property strictly at Visitor's own risk. Any riding, exercising, grooming, handling or other activity of and with horses or other animals by Visitor and/or Visitor's employees, agents, family, friends, invitees, and/or contractors shall be at these Visitor's own risk. Farm will not be held responsible nor liable for any acts of God or nature that may occur in, on, or around the Property. This agreement shall serve to indemnify and hold harmless Farm, their owners, employees, family, and agents from and against any and all claims arising from any negligence, breach, or default in the performance of the Visitor and/or Visitor's employees, agents, family, friends, invitees, and/or contractors; and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Visitor specifically assents to waiver all and every claim for any loss, damage, illness, or bodily injury to Visitor and/or Visitor's employees, agents, family, friends, invitees, contractors and/or any of their animals that may occur in, on, or around the Property.

WASTE, NUISANCE, EXCESSIVE NOISE PROHIBITED: Visitor agrees to keep Subject Property clean and free of debris. Visitor shall not commit nor suffer to be committed any waste, dumping, litter, nuisance, illegal activity or excessive noise upon, on, or around the Property nor shall they maintain, commit or permit the maintenance or commission of any nuisance on the Property or use the Property for any unlawful purpose.

OFF LIMITS: Visitor agrees not to: drive or park on grassy areas (pipes are there); nor close to tenant residence windows or in their yards; not to drive or park on the track; not to block roads; not to drive or ride into the river on the property; to carefully drive no more than 5mph on the property; not to ride faster than a trot on property roads; and to be respectful of other tenants usage of the property.

The undersigned Visitor acknowledges having read and understood the foregoing Agreement in its entirety.

VISITOR SIGN: _____ DATE: _____

I AM A GUEST OF: Tauni Beckmann / So Cal Eventing