

THE BENDING WILLOW ACADEMY



RELEASE AND INDEMNIFICATION

AGREEMENT

This consent, release, and indemnification agreement ("Release") is entered into by the undersigned in favor of Cynthia Daugherty, the land owner, and their respective officers, agents, independent contractors, and employees (the "Released Parties"). In consideration of my child being permitted by the Released Parties to participate in the outdoor / farm school, farm activities and field trips arranged by The Bending Willow Academy, LLC on the land and the land property located at 3255 Ditch Road, Simi Valley, CA 93065 ("Land"), and use the facilities of the land (whether or not such use is on a pay basis), I on behalf of my minor child, acknowledge and agree as follows:

1. I hereby agree to accept and assume any and all risks of injury (including permanent bodily injury and disability), illness, disease or death to my child and all financial losses, injury damages, destruction and loss of my or my child's property and other persons' property, arising from the participation in the field trips at the land by my child or other persons, whether caused by the negligence of any of the Released Parties or otherwise.

2. CONDITIONS AT THE LAND. I, for myself and on behalf of my child am aware and understand that in the ordinary course of business, motor vehicles (with or without horse trailers) continuously enter and exit the land in close proximity to the areas and in the same areas in which the field trips will be conducted. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the land. People are working, building, digging, pruning, harvesting, irrigating, fertilizing in

addition to many other Ranch related activities. There are also domestic animals and wildlife present on the land which may create conditions that cause the animals to react in an unpredictable and dangerous manner without warning. I, on behalf of my child hereby agree to accept and assume any and all risk of injury, disability, death, damage and loss that may result to my child and/or my property or any other persons caused by any such conditions. I am aware and understand that rain, runoff, or over-watering may cause the surface of the land to become slippery, and that the slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the roads, grounds, trails and fields at the land any at any time be wet, slippery, rutted, eroded or rocky or contain holes and other dangerous obstacles and conditions.

I, on behalf of my child hereby agree to accept and assume any and all risk of injury, disability, death, damage, and loss that may result to my child or property or to any other person and their property caused by my child encountering unsafe conditions of the roads, trails, or grounds whether such conditions were caused by the negligence of the released parties or otherwise. Initial Here

3. PERSONAL PROPERTY. I hereby agree that if my child brings any personal property to the land, and if my child stores or leaves any personal property at the land, it is done so at my own risk and none of the Released Parties shall have any liability in the event of the loss, damage, unauthorized use, (by any person), or theft of any such property.

4. AGREEMENT NOT TO SUE. I hereby agree that I, my child, my invitees, my heirs, distributees, guardians, legal representatives, and assigns will not make a claim against, sue, demand compensation or indemnity from, or attach any of the property or assets of the released parties, and each of them, from any loss or damage arising or resulting from any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm or other harm or of whatever nature arising out of the use of the facilities at the land or the administration of any aid or first aid to my child, or failure to arrange for any transportation, aid, or care, whether caused by the negligence of any of the released parties or otherwise.

5. RELEASE. On behalf of myself, my heirs, children, distributees, invitees, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, AND EACH OF THEM FROM ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES. EITHER IN LAW OR IN EQUITY, based on any bodily injury, disability, illness, disease, death, financial loss, property loss, damage or destruction, or other harm of whatever nature, whether foreseen or unforeseen, that may be sustained or suffered by me, my child or by any other person as a direct consequence of my child's participation in the field trips to the land property, or the use of the facilities of the land, or the transportation of my child or failure to arrange for any such transportation, aid, or care, whether caused by the negligence of any of the Released Parties or otherwise.

6. INDEMNIFICATION. I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from and against any and all claims, suits, demands, damages, losses, costs and expenses (including, but not limited to, attorneys' fees and all costs) arising from, or in connection with the injury, illness or death of myself, my child or any person whom I bring or invite to the land, or otherwise permit to be in the vicinity of the land.

7. REPRESENTATIONS. I REPRESENT AND STATE THAT (a) I have read this Release carefully and I fully understand all of its terms and provisions; (b) I am 18 years of age or older and am legally competent to enter into this Release on behalf of my child; (c) no promise, inducement or agreement has been offered or made to me in connection with my execution and delivery of this Release and (d) I have knowingly and voluntarily executed and delivered this release understanding the risk and have done so of my own free will, without relying on any statement or representation of any Released Parties. I understand and acknowledge that this release is a release of legal liability, in the event of any litigation, this release may be raised as a defense and bar to, and as a waiver and release of, legal rights that might otherwise be asserted by me or by my respective heirs, distributes, invitees, guardians, legal representatives and assigns. I understand that I may have this document reviewed and explained to me by an attorney of my own choosing.

8. SEVERABILITY. If one or more provisions of this Release are held to be unenforceable under applicable law, each unenforceable provision shall be excluded from this release and the balance of this Release shall be interpreted as if each such unenforceable provision were excluded, and the balance of this Release as so interpreted shall be enforceable in accordance with its terms.

BY SIGNING BELOW, I ACCEPT THE TERMS OF THE ABOVE RELEASE AND INDEMNIFICATION AGREEMENT ON BEHALF OF MYSELF AND MY CHILD.

Dated:

Name:

Individually, and on behalf of my child

The Bending Willow Academy
3255 North Moorpark Road
Simi Valley, CA 93065

Marcy Morris Kojian, Founder