

Participation Agreement, Waiver and Release of Liability and Assumption of Risk

I, \_\_\_\_\_ have voluntarily applied to participate in the Rancho California Caballeros Ride (the "Event") to be held on October 18 through October 22, 2017 at Rancho Samataguma (the "Property"). I understand that there are dangers and risks of participating in the Event, including in connection with equestrian/horse riding activities (including, but not limited to riding horses, and transportation related to such activities, which include, but are not limited to: death, serious neck & spinal injuries which may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculo-skeletal system, serious injury to internal organs and serious injury for impairment to other aspects of my body, general health and well-being). I specifically acknowledge that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities.

In consideration of being permitted to participate in the Event to engage in all equestrian and/or horse riding and/or other activities, including but not limited to camping and other ride activities, I hereby voluntarily assume all risks associated with my participation in any activities related to the Event. **I hereby waive and release, to the maximum extent permitted by law, Terry Brown, Charlene Brown, Atlas Hotels, and their respective agents, trustees, officers, managers, volunteers, employees, insurers, successors, and assigns ("Released Parties"), of and from any and all liability, claims for injuries or harm, any and all damages, and causes of action whatsoever ("Claims"), known or unknown, anticipated or unanticipated, whether based on negligence or fault of the Release Parties or otherwise, either in law or in equity, which have arisen or may arise out of or relate in any way to my participation in any activities related to the Event.**

I hereby further acknowledge and agree that there is a risk that subsequent to the execution of this Participation Agreement, I may discover, incur, or suffer from Claims which were unknown or unanticipated at the time this Participation Agreement is executed, including, without limitation, unknown or unanticipated Claims which, if known by User on the date this Participation Agreement is being executed, may have materially affected my decision to execute this Participation Agreement. I acknowledge that I am assuming the risk of such unknown and unanticipated Claims and agree that this release of Claims applies thereto, User, on behalf of itself and its successors and assigns, expressly waives the benefits of the Section 1542 of the California Civil Code, which reads as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR"**

\_\_\_\_\_  
*Initial Above*

Further, I agree to indemnify, defend and forever hold the Released Parties harmless from all Claims, losses, liabilities, damages, costs or expenses (including but not limited to attorneys' fees and other

litigation costs and expenses) incurred by any of the Released Parties as result of any Claims that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in any activities related to the Event, regardless of whether or not caused in whole or in part by the negligence or other fault of the Released Parties.

I understand that if I require medical assistance, I acknowledge that any and all medical assistance will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I understand and agree that Atlas Hotels and the other Released Parties will not pay for nor will it/they be responsible for such medical expenses.

The terms hereof shall serve as a **release of liability and assumption of risk** for my heirs, estate, executor, administrator, assignees, and all members of my family.

**I HAVE READ THE ABOVE PARTICIPATION AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY, AGREEING TO BE LEGALLY BOUND**

Name of Participant (print): \_\_\_\_\_

Name of Parent or Guardian (if under 18 years old): \_\_\_\_\_

Relationship of Parent or Guardian: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Participant's Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_