



CUSTOMER GENERAL RELEASE, HOLD HARMLESS & INDEMNIFICATION AGREEMENT

This Agreement Affects Your Legal Rights.

You Should Read It Carefully & Consult with an attorney before you sign it.

THE UNDERSIGNED, A CUTOMER (“PARTICIPANT”) OF WINE COUNTRY TRAILS BY HORSEBACK (“WINE COUNTRY TRAILS”), WISHING TO TAKE PART IN GUIDED HORSEBACK RIDES AND RELATED ACTIVITIES (“GUIDED TOURS(S)”) THROUGH, UPON AND ACROSS PORTIONS OF THE CARTER ESTATES WINERY AND RESORT PROPERTY (“PROPERTY”), HEREBY AGREES TO ASSUME ALL RISK RELATED TO & CONCERNING THE GUIDED TOURS, AND BY SIGNING THIS AGREEMENT (“RELEASE AND INDEMNITY AGREEMENT”) AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY CARTER ESTATES WINERY AND WINE COUNTRY TRAILS BY HORSEBACK AS FOLLOWS:

The undersigned, individually and on behalf of its officers, directors, employees, agents, personal representatives, assigns, heirs, executors, and successors (jointly and collectively (“INDEMNITORS”)) hereby irrevocably agree to fully and forever release, hold harmless, indemnify WINE COUNTRY TRAILS BY HORSEBACK AND/OR CARTER ESTATE WINERY AND RESORT, INC., a California corporation, its affiliated companies, together with their officers, directors, shareholders, employees, agents, guests, invitees, successors and assigns, (jointly and collectively “INDEMNITEES”) from all actions, lawsuits, claims, demands, damages, losses, expenses (including reasonable attorneys’ fees and courts costs), injuries, obligations, liabilities, controversies and executions, medical bills, lost wages, reimbursements for transportation costs, pain and suffering, diminution in quality of life, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or many have arisen, or shall arise in the future by reason of INDEMNITORS’ involvement in any why related to or concerning one or more Guided Tours, regardless of fault, and do specifically waive any claim or right to assert any cause of action or alleged cause of action or claim or demand against INDEMNITEES concerning any of the matters set forth above.

The Participant is fully aware of and acknowledges the risks and hazards inherent in horseback riding and the Guided Tours and hereby assumes all risks of lass, damage, and injury that may be sustained by Participant as a result thereof.

The undersigned expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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. The undersigned, for full and valuable consideration and intending to be bound hereby from and after the date of execution, warrants that he or she is eighteen (18) years of age or older, (or if the Participant is under eighteen (18) years of age, the undersigned represents and warrants that he or she is the parent or guardian of the Participant and has full authority to enter into and bind the Participant to this release and indemnity agreement), has the capacity to enter into this agreement, and that all statements made herein are true and correct, acknowledging that CARTER ESTATES WINERY AND RESORT HAS RELIED UPON THEM IN ALLOWING PARTICIPANT AND WINE COUNTRY TRAILS BY HORSEBACK TO UNDERTAKE THE GUIDED TOURS.

YOU ARE THE CUSTOMER OF WINE COUNTRY TRAILS TOURS, CARTER ESTATES WINERY & RESORT IS NEITHER THE SPONSOR NOR PROMOTER OF THE GUIDED TOURS, AND IS NOT INVOLVED IN ANYWAY WITH OR RESPONSIBLE FOR THE QUALITY OR SAFETY OF THE GUIDED TOURS.

THE UNDERSIGNED HAS READ THE FOREGOING AND INTENTIONALLY AND VOLUNTARILY SIGNS THIS RELEASE AND INDEMNITY AGREEMENT.

DATE EXECUTED ____ / ____ / ____

SIGNATURE OF PARTICIPANT (OR PARENT OR GUARDIAN)

PRINT NAME OF PARTICIPANT

CELL CONTACT #

SIGNATURE OF PARTICIPANT (OR PARENT OR GUARDIAN)

PRINT NAME OF PARTICIPANT

CELL CONTACT #