

## RELEASE FROM LIABILITY

This RELEASE FROM LIABILITY is made and entered into on this     day of     , 2017 by and between Rancho California Horsemen's Association, hereinafter designated HOST and participants signing below, hereinafter designated as RIDER. This release shall be valid until 11:59 pm December 31, 2017. RIDER agrees:

1. Rider is responsible for full and complete insurance coverage on his horse, personal property and himself.

2. Rider understands there are risks in and around equine activities, and that an equine activity sponsor and/or host is not liable for an injury to, or the death of, a rider, a horse and/or a participant in equine activities resulting from the inherent risk of equine activities.

3. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S PARTICIPATION IN HOST'S RIDE, which will pass along or through multiple property owners' facilities, including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

4. Rider agrees to hold Host and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents, **AND ANY OTHER PROPERTY OWNERS** completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's participation in the trail ride, including without limitation, those based on death, bodily injury, property damage, including consequential damages.

5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code P.1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

6. Rider agrees to abide by all of Host's rules and regulations, and rider is responsible for using protective gear; e.g., boots and hard hat.

7. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. Host reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.

8. This waiver is non-assignable and non-transferable and is made and entered into the State of California and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Rider signs this waiver, it will then be binding on both parties, subject to the above terms and conditions.

I have read and understand this release:

Rider's Signature \_\_\_\_\_

Date \_\_\_\_\_

Rider's Name (Printed) \_\_\_\_\_