

LIABILITY RELEASE AND WAIVER AGREEMENT

By signing my name below I do hereby promise NOT TO SUE and further to RELEASE FROM ALL LIABILITY for injury to me, or for any loss or damage occasioned by me, RANCHO CALIFORNIA CABALLEROS and its Officers Directors, Members and Guests (hereinafter referred to collectively as RELEASEES) WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise while I am participating in a RCC event.

(Initial)

I hereby agree to INDEMNIFY and to HOLD HARMLESS RELEASEES from any loss, liability and damages, including Attorney Fees, in the event that I or my heirs, or personal representatives shall sue the RELEASEES as is prohibited by this RELEASE

(Initial)

I hereby state that at the time of the signing of this RELEASE that I believe it to be valid and enforceable as a written contract and that I have signed it freely and voluntarily with the understanding that without my signature on this document I will not be permitted to enter the RCC camp or to participate in the event or any activities.

(Initial)

I understand that this RELEASE AND AGREEMENT consists of both sides of this page and I state that I am not relying upon any statements or representations made by any person that would in any way change or alter any aspect of this RELEASE. If I ask I will be provided with a copy of this RELEASE.
I UNDERSTAND THAT THIS RELEASE IS EFFECTIVE AS OF THE DATE OF DELIVERY TO RCC AND THAT IT SHALL REMAIN IN EFFECT FOREVER UNLESS I SHALL DELIVER TO AN OFFICER OF RCC A WRITTEN REVOCATION. I MAY NOT PARTICIPATE IN ANY RCC EVENT IF I REVOKE THIS AGREEMENT.

Executed this _____ day of _____, _____ at _____, _____

Sign Here Print Name

DO NOT SIGN AND DELIVER TO RCC UNLESS YOU UNDERSTAND THIS IS A FULL RELEASE OF LIABILITY
LIABILITY RELEASE AND WAIVER AGREEMENT

In order to participate in any event sponsored by the RANCHO CALIFORNIA CABALLEROS all persons are required to read and sign this LIABILITY RELEASE AND WAIVER AGREEMENT. You should understand that Releases and Wavers are enforceable in California. In essences this agreement will prevent you from recovering Money damages in a Court of law and further if you should sue you will be subject to a lawsuit against you in the event that RANCHO CALIFORNIA CABALLEROS (aka. RCC), or it's members incur expenses defending against the lawsuit brought by you You must read this release and initial where required and acknowledge that you understand it and that you agree to be bound by its terms and conditions in order to enter camp or participate in events.

(Initial)

SCOPE Of AGREEMENT - This agreement shall be legally binding upon me and upon my heirs, executors, survivors, assigns and legal representatives. It shall be interpreted according to the Laws of California. It shall pertain to all activities of any kind and nature directly or indirectly associated with an event sponsored in whole or in part by RCC. The benefits of the agreement extend not only to the organization RCC but also to its officers, directors, members and guests.

(Initial)

ACTIVITIES INCLUDED- Many RCC events include horse activities. No horse can be said to be completely safe regardless of his prior history of behavior. When startled, surprised or provoked any horse may divert from his usual manner and revert to its natural survival instincts, and act in a manner that may be dangerous to its rider or a danger to those nearby. Because of the size and inherent nature of the horse a person is subject at all times to the possibility of serious injury which could include death, paralysis, fractures and other injuries which my well include major hospital expenses and long term, even permanent, effects from these injuries. The danger comes not only from one's own mount but from nearby horses controlled by others. THIS RELEASE AND WAIVER AGREEMENT COVERS ALL HORSE RELATED INCIDENTS OR INJURIES. There are other dangers of injury while in camp or on the trail. This Agreement is all encompassing and acts as a Release for ANY INJURY REGARDLESS OF HOW SUSTAINED. However if an individual harms another, either intentionally or as a result of gross negligence, then this Agreement and Release shall not be available as a defense by such person to a Lawsuit brought against such person.

(Initial)

MY REPRESENTATIONS TO RCC - By signing this Release and Agreement I represent to RCC, and to all others who participate in the event that I am experienced with horses and that I fully appreciate the nature of horses and the dangers associated with their use. I also promise that I will only engage in activities, whether involving horses or not, wherein I fully appreciate the risk of danger and that I FREELY AND VOLUNTARILY ASSUME THE FULL RISK OF INJURY TO MYSELF UNDER ALL CIRCUMSTANCES, WHETHER ANTICIPATED BY ME OR NOT. To the extent that I might require Medical or Disability Insurance in the event of injury to me I represent to RCC that I personally have such insurance in force to protect me and my estate.

FOR YEARLINGS (1st & 2nd YEAR RIDERS) ONLY: APPLICATION & AGREEMENT

In submitting this application for Yearling Membership in Rancho California Caballeros, I agree to comply with all your rules, regulations and by-laws with the understanding that continuing membership in the same will depend on my personal conduct. In addition, I acknowledge that I have read and signed the release. I further state that, unless excused for physical reasons, I will ride horseback on all officially scheduled rides on this year's Annual Rancho California Caballeros Trek and that I will follow routes and trails as scheduled.

Date _____ Signature of Yearling Applicant _____

I hereby agree to sponsor the above applicant as a yearling member.

Sponsor's Signature (Regular Member Only) _____

ALL RIDERS MUST READ AND SIGN THE FOLLOWING RELEASE:

I represent that I have Medical, Hospital and Disability Insurance, and I will be fully responsible for any and all medical or other expenses, of any nature, that might be incurred as a result of my attendance on this ride. I understand that Rancho California Caballeros, its Officers and Directors, rely upon my representation and I attend that they rely on my representation.

Date _____ Signature of Rider or Guest _____

ALL RIDERS MUST FILL OUT THE FOLLOWING INFORMATION:

Full Name _____

Nickname _____

Address _____

Email Address _____

Phone number _____