

NorCal Trail Rides LLC

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARTICIPATION AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I, _____, the undersigned, in consideration of my participation horseback riding, trail riding, training, competing, handling, and other related activities hereby agree to release and discharge NorCal Trail Rides LLC, Alicia Ryan, their employees, agents, and independent contractors, hereinafter collectively referred to as "NorCal Trail Rides" on behalf of myself, AND my minor child _____, my heirs, assigns, personal representative and estate as follows:

ASSUMPTION OF INHERENT RISKS

1. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **understand and acknowledge** that the activity I am about to voluntarily engage in as a participant and/or volunteer bears **certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, spectators or other third parties. An inherent risk of equine activity means danger or condition that is not integral to an equine activity.** The following describes some but not all of those risks:
 - a. A horse's propensity to behave in ways that may result in injury, harm, or death to a person or one around it;
 - b. The unpredictability of a horse's reaction to things such as sounds, sudden movement, people, other animals, or unfamiliar objects;
 - i. For example, a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
 - c. A hazard such as a surface or subsurface condition;
 - d. Colliding with another horse or object;
 - e. Equipment may fail; saddles or bridles may loosen or break, resulting in serious injury or death;
 - f. Risks caused by other people's actions, including but not limited to co-

participants.

I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), hereby assume **ALL** of the risks of participating in horseback riding, trail riding, training, competing, handling, and other related activities.

2. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND, IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **voluntarily assume the risk and danger of injury or death** inherent in the use of the horse, equipment, and gear provided to me by NorCal Trail Rides and understand that equipment can fail at any time, thereby resulting in injury.
4. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **voluntarily assume the risk and danger of injury or death** inherent in the use of the stables and property located at 21260 Hawes Rd, Anderson, CA 96007 and any other location NorCal Trail Rides does business.

WAIVER OF LIABILITY FOR NEGLIGENCE

5. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **RELEASE, WAIVE, AND DISCHARGE** NorCal Trail Rides today and on all future dates from **ANY CLAIM** of injury, death, other damage, or loss resulting from my participation as described above or as a result of the **ORDINARY NEGLIGENCE** of NorCal Trail Rides, its employees, agents, and independent contractors, **INCLUDING BUT NOT LIMITED TO** training or selecting horses, maintenance, care, fit or adjustment of saddles, bridles, or other equipment, instruction on riding skills, or leading and supervising riders and the maintenance and care of the property located at 21260 Hawes Rd, Anderson, CA 96007 and any other location NorCal Trail Rides does business.

INDEMNIFICATION AGREEMENT

6. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **agree to HOLD HARMLESS, DEFEND, AND INDEMNIFY** NorCal Trail Rides and its employees, agents, and independent contractors (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) from any and all claims of mine, my spouse, family members, or others arising from:
 - a. **My or my minor child's participation in horseback riding, trail riding, training, competing, or handling;**
 - b. **Arising out of or in any way connected with either my use of the horse and any equipment or gear provided;**

- c. **Arising out of any acts or omissions of employees, independent contractors, agents OR**
- d. **Arising out of claims of co-participants, rescuers, and others arising from the conduct of my participation in horseback riding.**

COVENANT NOT TO SUE

7. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), **RELEASE, DISCHARGE, AND PROMISE NOT TO SUE** NorCal Trail Rides doing business under its own name or any other name and/or any of its employees, agents, or independent contractors, **FOR ANY LOSS, LIABILITY, DAMAGE, OR COST WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) TO MY PERSON OR PROPERTY.**

RULES AND HEALTH STATUS

8. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree to abide by and follow any instructions given or rules established by NorCal Trail Rides or any of its employees, agents, or independent contractors, with regard to my use of the horse, any equipment, or gear provided therewith.
9. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event or ongoing events and to cover bodily injury or property damages caused to a third party as a result of my participating in this event. If I have no such insurance, I certify that I can personally pay for any and all such expenses or liability.
10. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), represent that, to the best of my knowledge, I do not have any health conditions that would make it inadvisable for me to participate in equestrian activities.
11. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand and agree that no person will be allowed to mount any horse or pony without wearing an ASTM-standard and SEI-certified helmet. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENTS (S) OR GUARDIANS (S), understand and agree that while NorCal Trail Rides requires me to wear an ASTM-standard and SEI-certified helmet, they do so while WARNING that no protective equipment can guard against all injuries.

VENUE, SEVERABILITY, ATTORNEY FEES & INTEGRATION CLAUSE

12. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree that if, in spite of this contract, legal action is brought regarding a claim, it must be brought in the Superior Court of Shasta County,

California, and further agree that the substantive laws of the State of California shall apply in any action brought.

13. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree that the foregoing assumption of risk, waiver of liability for negligence, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California law and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
14. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand that this is the entire Agreement between myself (and minor child if applicable) and NorCal Trail Rides and cannot be modified or changed in any way by the representations or statements of any employee, agent, independent contractor, or by me.
15. **MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.**
16. If I am a parent or guardian of a minor child choosing to participate in horseback riding activities with NorCal Trail Rides, I consent to the child's participation, and **AGREE** to all of the above provisions, and **AGREE** to assume all of the obligations of this release on the child's behalf.

Printed name of Participant

Date

Signature of Participant or Parent or Guardian #1 if Participant is under 18.

Date

Signature of Parent or Guardian #2 if Participant is under 18.

Date