

MARIN HORSE COUNCIL, INC.

PARTICIPANT'S RELEASE, LIABILITY WAIVER AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in **Marin Horse Council, Inc.** events the undersigned enter(s) into this contract pursuant to the following terms and conditions:

1. **RISKS:** I acknowledge handling horses and horseback riding involves risks of injury and damage to the rider, their horse, equipment and other personal property, include the possibility of permanent physical or mental injury, or death. Those risks are inherent in horseback riding and can also arise from the negligent acts or omissions of the rider or others, acts of nature or the condition of premises and improvements thereon. Riders are ultimately responsible for their own safety when handling or mounted on a horse.
2. **ASSUMPTION OF THE RISKS, RELEASE OF LIABILITY and COVENANT NOT TO SUE:** I hereby accept those risks for myself, my heirs, executors, administrators, wards and assigns, and waive, release and discharge the Marin Horse Council, Inc., any person, entity or agency having a possessory interest in the premises where the event takes place, all other persons, organization and agencies in any way connected with the event, their officers, directors, employees, volunteers and all individual members thereof, their representatives, heirs, executors, administrators, and assigns, and any and all other persons, firms, entities or corporations who are or can ever in any way be liable to the undersigned (collectively *the Released Parties*), of and from all claims, demands, damages, actions and causes of action of every kind and nature (including but not limited to rights of indemnity and contribution) known or unknown, existing, claimed to exist, or which can ever hereafter arise out of or result from or in connection with the undersigned's participation in the event. Further, I do hereby acknowledge that this release extends to any accidents, injuries, damages, or claims cause by the undersigned's own act/omission or the acts/omissions of anyone or any animal within my/their control. This agreement includes a stipulation that none of the releasing parties shall sue any of *the Released Parties* for any matter that is covered by this release.
3. I understand that the injuries and damages that may be sustained and are waived by this release are of such a character that the full extent and type of such injuries and damages, if any, are unknown at the date hereof, and may be of an unanticipated character or extent. Nevertheless, I forever and fully release and discharge *the Released Parties* and understand that by the execution of this document no further claims may ever be asserted by me, my heirs, executors, administrators, wards and assigns, or on their behalves. I agree as a further consideration that **provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived**, and that said Section provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.
4. **INDEMNITY AGREEMENT:** I further agree that I will defend, indemnify and hold harmless *the Released Parties* from any damages, losses, injuries, demands, claims, settlements or judgments, costs and attorneys' fees caused by or arising from the negligent, reckless, and/or intentional acts or omissions or strict liability of the undersigned or any person or animal within their control related to my/their participation in the event as well as any action brought in violation of the stipulation that none of the releasing parties shall sue any of *the Released Parties* for any matter that is covered by this release.
5. **ADDITIONAL TERMS AND CONDITIONS:**
 - a. **HELMETS:** **The Marin Horse Council requires all minors, and strongly recommends all adults, wear a helmet meeting current ASTM and SEI standards at all times while mounted on a horse.**

- b. INSURANCE: The undersigned are responsible for insuring their own horses, equipment and other personal items.
- c. ATTORNEYS FEES and COSTS: In any claim, proceeding or lawsuit arising out of the matters covered by this contract or the alleged breach of this contract, each prevailing party shall be entitled to recover from the non-prevailing parties his/her reasonable attorneys' fees and costs incurred in the prosecution or defense of the matter.
- d. CHOICE OF LAW, VENUE and JURISDICTION: The laws of the State of California shall apply to any dispute arising out of matters that are the subject matter of this contract or any dispute to enforce the terms of this contract, and shall control the interpretation of this contract. To the extent any provision of this contract may be rendered void or found to be unenforceable, the remaining provisions shall survive to the extent the intent of the parties with regard to each such remaining provision has not been materially altered by the exclusion of the void / unenforceable provision. Any legal action or proceeding arising out of the activities and matters that are the subject of this contract, or the alleged breach of this contract, shall be brought in a court of the State of California in the County of Marin. All parties to this contract hereby stipulate said courts exercise personal jurisdiction over them for purposes of an action arising out of the activities and matters that are the subject of this contract, or the alleged breach of this contract, and that said venue is convenient.
- e. COMPLETE AGREEMENT: This contract constitutes and memorializes the entire agreement between the parties as to the matters provided for herein, and may only be modified by a subsequent written agreement. The parties bound by this contract agree that no representations, statements or inducements, other than those expressly provided for herein, are relied upon in entering into this contract.

I hereby acknowledge that I have read, understand and, for myself and the persons on behalf of whom I am signing this contract, voluntarily accept the terms of this PARTICIPANT'S RELEASE, LIABILITY WAIVER AND INDEMNITY AGREEMENT. I understand that by signing this contract I am waiving legal rights and assuming legal liabilities on behalf of myself and those persons on whose behalf I am executing this contract, and intend that my signature be a complete and unconditional assumption of all expressly and impliedly disclosed risks and release of all liability to the greatest extent allowed by law. I understand that upon executing this contract it becomes irrevocable and binding, subject to the above terms and conditions.

Dated _____ Executed at _____, California

Adult Participant's Printed Name

Adult Participant's Signed Name