

# RELEASE OF LIABILITY

PARTICIPANT: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

I acknowledge that horseback riding is a sport, which carries inherent risks of injury and damage to horse, my property and myself. *I knowingly assume all risk, whether known or unknown, of horseback riding.*

*I hereby release the TWAIN HARTE HORSEMEN, (hereinafter referred to as THH), and the California State Horsemen's Association (hereinafter referred to as CSHA), various entities of US Government, California State Government, Counties and municipalities within the State of California and any private land owners, from all liability for any act of negligence or want of ordinary care on the part of the aforementioned or any of its agents. In consideration of my participation in events organized or sponsored by the THH and CSHA, I waive, release and discharge the THH, CSHA, the US Government, California State Government, Counties and municipalities or property owners or any of their agents, their directors, officers and members, their representatives, heirs, executors and assigns from any and all claims of liability for injury or damage to myself, my animals, or my property arising out of my participation. This agreement is binding upon my executors, heirs and assigns.*

I expressly waive any rights I may have under California Civil Code 1542, which states: "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 might have materially affected his settlement with the debtor."

I agree that I will indemnify and hold harmless THH, CSHA and the U.S. Government, California State Government, Counties and municipalities, their officers, directors, members and agents against all claims, demands, and causes of action, including court costs and actual attorney fees, arising from any proceeding or lawsuits brought by or prosecuted for any benefit in which this release is upheld. THH, their agents or employees shall not be liable for any damage, which may accrue from any cause or as a result of fire, theft, running away, state of health, injury to person, horse or property.

Every rider is responsible for their horse's behavior and must be able to control their horse. THH Board of Directors, it's officers and ride chairs reserve the right to dismiss any rider if the rider &/or horse demonstrates lack of control or unsafe behavior.

*I acknowledge that I have read this Release of Liability and know and understand its contents.*

Signature \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## **Parent or Legal Guardian must sign for minor children:**

*I, the undersigned parent or guardian of \_\_\_\_\_, in consideration of my child's participation in the event, agree that the terms and conditions of this Release of Liability shall be binding as to damage or injury to my minor, and his/her property arising out of his/her participation in events.*

*I acknowledge that I have read this Release of Liability and know and understand its contents.*

Signature \_\_\_\_\_ Date: \_\_\_\_\_