

RELEASE OF LIABILITY, DEFENSE AND HOLD HARMLESS AGREEMENT

This AGREEMENT is intended to effect extinguishment of claims, rights and obligations as hereinafter designated. READ IT CAREFULLY.

1. EQUESTRIAN ACTIVITY WHICH IS THE SUBJECT OF THIS AGREEMENT:

Equestrian Activity Name: Horseback Riding and related activities at Fresno County Horse Park, Fresno, California

2. ASSUMPTION OF RISK AND LIABILITY RELEASE:

I, _____, hereby acknowledge that I have requested permission to participate in the aforesaid equestrian or other activities on the facilities and premises of The Fresno County Horse Park ["FCHP"] and that I choose to participate voluntarily, with my horse, as a rider, lessee, owner, agent, coach, trainer, or as parent or guardian of a junior exhibitor. I am fully aware and acknowledge that I have read and agree to abide by the FCHP Facility Use Rules.

I hereby also acknowledge and represent that **I am aware** that combined training and eventing, jumping, trail and pleasure riding, conditioning, exercising, preparing and all other forms of related equestrian activities, including the teaching, training or coaching [jointly "**Equestrian Activity**"], can be hazardous and are **high-risk sports activities and that I am participating at my own risk.**

I am voluntarily participating in the **Equestrian Activities** stated with the knowledge of the danger involved and **hereby agree to accept and assume any and all risks of personal bodily injury; psychological or emotional injury, including but not limited to pain and suffering; death; injury or death of my horse(s) and/or to my other personal property and any and all other forms of damages or loss whatsoever.**

I represent that I have the requisite training, coaching and abilities to safely compete in this **Equestrian Activity**.

I am aware that I am entitled to wear protective equipment without penalty, and I acknowledge that **FCHP**, the property owners, sponsors and hosts strongly encourage me to do so while warning that no protective equipment can guard against all injuries.

Further, I do hereby **fully release** the owners of the subject property, **FCHP**, the sponsors and hosts of the aforesaid equestrian activity and their present and former officers, directors, employees, employers, agents, subcontractors, attorneys, insurers, shareholders, subsidiary corporations, parent corporations, and affiliated entities, volunteers, course and jump designers and builders, judges, technical delegates, and other participants in this equestrian activity [**"Released Parties"**] **from any and all rights, actions, claims, demands, costs, contracts, allegations, liabilities, obligations, damages and causes of action whether known, suspected, or unknown, whether in law or in equity, which arise from the aforesaid** participation or attendance in the **Equestrian Activity** or use of the facilities, **regardless of cause**, whether related to claims of negligence, intentional tort and / or any and all other legal theories or causes of action, arising directly or indirectly from my presence upon and use of the FCHP property and / or my participation in the **Equestrian Activity** and other activities associated therewith.

3. **HOLD HARMLESS AND DEFENSE**

As a further consideration for being permitted to participate in the aforesaid **Equestrian Activities** at FCHP, I also agree to **hold harmless FCHP and the other Released Parties** from all liability and agree to **defend and indemnify them** (that is, to pay any losses, damages, or costs incurred by each of them) with respect to any and all claims for harm, injury or damages of any kind or nature to me or my horse, as well as for claims made by others for any harm, injury or damages of any kind or nature claimed to have arisen directly or indirectly as a result of my participation and/or attendance at the aforesaid **Equestrian Activity** claimed to have been caused by me or my horse at this **FCHP** facility.

4. **WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542**

I hereby expressly waive and relinquish all rights and benefits afforded by *California Civil Code*, Section 1542 and do so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Section 1542 of the *California Civil Code* provides as follows:

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.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of **FCHP** and the other **Released Parties**, I expressly acknowledge that this Agreement is intended to and does include in its effect, without limitation, all claims, including those which I do not know or suspect to exist in my favor at the time of execution hereof, and that this Agreement contemplates and effects extinguishment of all claims.

5. **NO RELIANCE ON STATEMENTS BY OTHERS**

I represent and acknowledge that, in executing this AGREEMENT, I do not rely upon any representation or statement made by third parties, or by the agents, representatives or attorneys of **FCHP** or any other **Released Parties**.

6. **UNDERSTANDING OF AGREEMENT**

I represent and warrant that **I have read carefully and fully understand** all of the provisions of this Agreement, and have entered into it voluntarily.

I understand that this Release of Liability will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death to me arising out of participation in the **Equestrian Activity** or use of the **FCHP** facilities. With a complete and full understanding of this Agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, legal representatives, and any other person acting on my behalf. I also agree to indemnify **FCHP** and the other **Released Parties** for any and all claims brought by a third party which arise from the participant's or my participation in the **Equestrian Activity** and/or my presence at and use of the **FCHP** facilities and property.

7. **SCOPE OF AGREEMENT**

This Agreement shall be binding upon me and upon my heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the **Released Parties** and to its heirs, administrators, representatives, executors, successors, and assigns.

8. **GOVERNING LAW**

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Fresno, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

BY SIGNING BELOW, I AGREE to be bound by all applicable terms and provisions of this Agreement.

Rider's Signature _____ Date _____

9. **PARENT OR GUARDIAN AGREEMENT AND RELEASE**

If the participant in the aforesaid **Equestrian Activity** is a minor, I hereby represent that I am a parent or guardian of said minor participant and, for myself and on behalf of said minor, I consent to the child's participation and hereby agree to all of the above provisions and agree to assume all of the obligations of this Agreement on the minor's behalf and am legally authorized to do so.

Further, I represent and warrant that the minor child is in good health and there are no special problems associated with the care of the Child;

I accept responsibility for all the minor child's medical expenses incurred in connection with the **Equestrian Activity** or use of the facilities;

I agree to indemnify **FCHP** and the other **Released Parties** for any and all claims brought by the minor child or any person acting on the minor child's behalf; and I agree to indemnify and defend **FCHP** and the other **Released Parties** for any and all claims brought by a third party arising in connection with the minor child's participation in the **Equestrian Activity** or use of the facilities.

Parent/ Guardian Signature _____ Date _____
(if participant/rider is under 18)

PRINT NAME OF PARENT/LEGAL GUARDIAN: _____

RELATION _____