

General Release of Liability, Waiver, and Hold Harmless Agreement



THIS AGREEMENT CONTAINS IMPORTANT LIMITATIONS OF LEGAL LIABILITY READ IT!

THE UNDERSIGNED, on behalf of myself and my accompanying minor(s) identified below, and in consideration of the rates charged and the right to enter and use the facilities, premises, and services of the Carmel Valley Trail and Saddle Club, including its directors, officers, members, agents, employees, representatives, and affiliates (including its affiliated clubs, The Carmel Valley Trial & Saddle Club Community Foundation, Inc., and The Carmel Valley Trail & Saddle Club Educational Alliance, Inc.), all of whom are referred to collectively herein as "CVTSC," I do hereby enter into this General Release of Liability, Waiver, and Hold Harmless Agreement (this "Agreement") as of the date of my signature below. I represent, warrant and agree as follows:

1. Acknowledgment of Danger and Assumption of Risk. I acknowledge that (i) competitive and pleasure horseback riding, (ii) the care for, handling, and boarding of equine animals, (iii) participation in horseback riding lessons, (iii) participation in related equestrian and outdoor recreational activities, (iv) riding or driving in any vehicle, (v) using any equipment, or (vi) any involvement in related events and activities (all referred to as the "Activities") taking place in and around the premises of CVTSC all entail inherent risks of injury, damage, and even death to me personally, to my accompanying minor(s), to my horse and to my equipment. Nevertheless, with full knowledge of these facts, I hereby for myself, my heirs, executors, administrators, and my accompanying minor(s) identified below assume any and all responsibilities and liabilities pertaining to such risks, whether to myself or to others and without limitation or qualification. I hereby expressly assume the risk of entering the premises owned, operated, or maintained by CVTSC and the taking part in or the observation of the Activities by myself or others. I acknowledge and agree that there have not been any express or implied representations made to the undersigned by or on behalf of CVTSC except as expressly set forth in this Agreement.

2. Applicability. I acknowledge and agree that the terms of this Agreement apply to my entry, use, and/or engagement in the Activities set forth in paragraph 1 above at any facility or premises maintained, owned, or operated by CVTSC, including but not limited to, the real property located at 85 Garza Road, Carmel Valley, California 93924.

3. Waiver and Release. I do hereby, on behalf of myself, my accompanying minor(s), and my heirs executors, administrators, assigns and legal and personal representatives, agree not to sue and unconditionally and irrevocably release and discharge CVTSC and its successors, assigns, directors, officers, members, employees, agents, representatives, volunteers, attorneys, independent contractors, subsidiaries, and affiliates and each, every and all persons acting by, through, under or in concert with any of them (collectively, "Released Parties") from and against any and all actions, claims, or demands that I, my assignees, heirs, distributes, successors, guardians, next of kin, spouse and/or legal representatives now have, or may have in the future, for injury, death, or property damage occurring to me, my accompanying minor(s), or any person which may arise from or is related to (i) my participation, observation, or engagement in the Activities set forth in paragraph 1 above, (ii) the ordinary negligence or other acts, whether directly connected to these Activities or not, and however caused, by any of the Released Parties, or (iii) the condition of any premises owned, operated, or maintained by the Released Parties where these Activities occur, whether or not I am then participating in the Activities. I also agree that I, my accompanying minor(s), my assignees, heirs, distributes, successors, guardians, next of kin, spouse and legal representatives shall not make a claim against, sue, or attach the property of any of the Released Parties in connection with any of the matters covered by the foregoing release. This Agreement applies to any losses, costs or expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, anticipated or unanticipated at the time of the execution of this Agreement, including any information of any nature which, if known by me on the date of execution of this Agreement, may have materially affected my decision to execute this Agreement.

