

# 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.

**4. Waiver of Civil Code § 1542.** I am aware and understand that I may have rights under California Civil Code section 1542, which states as follows: **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”** I hereby knowingly and expressly waive any rights conferred under that code section, as well as any similar law of any state or territory of the United States.

**5. Indemnity / Hold Harmless.** I hereby agree to defend, indemnify and hold harmless the Released Parties from any and all claims, demands, or causes of action for personal injury, property damage or wrongful death that arise out of (i) my participation, and the participation of my accompanying minor(s), in the Activities, and (ii) my use, and the use of my accompanying minor(s), of CVTSC’s premises or facilities.

**6. Governing Law; Severance.** This Agreement is governed by the laws of the State of California. I agree that the foregoing release is intended to be as broad and inclusive as permitted by California law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**7. Attorneys’ Fees and Costs.** Should any party hereto institute any action or proceeding against the other party at law or in equity, whether in court or in an arbitration, in connection with this Agreement, the prevailing party from such action shall be entitled to recover from the losing party or parties all attorneys’ fees and costs for service rendered to the prevailing party in such action or proceeding.

**8. Capacity.** I am 18 years of age or older and sign this form voluntarily on my own behalf and, if applicable, I also sign this form voluntarily as a responsible parent or legal guardian on behalf of the accompanying minor(s) listed herein. I represent and warrant that I have full authority to do so.

**9. Voluntary Release.** No promise, inducement, or agreement has been made to me to induce me to release CVTSC from liability or to waive my rights referred to above except that I may utilize the facilities, premises, and services of CVTSC and participate in or observe the Activities.

**THE UNDERSIGNED HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT I AM AWARE THAT THIS AGREEMENT IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE ABOVE-REFERENCED RELEASED PARTIES AND ME. I AM SIGNING THIS GENERAL RELEASE OF LIABILITY, WAIVER, AND HOLD HARMLESS AGREEMENT VOLUNTARILY AND OF MY OWN FREE WILL, AND I AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT IF THIS AGREEMENT IS BEING EXECUTED AS A PARENT OR LEGAL GUARDIAN ON BEHALF OF A PERSON UNDER THE AGE OF 18 YEARS, THEN ALL PROVISIONS OF THIS AGREEMENT SHALL PERTAIN TO THE UNDERSIGNED AND THE MINOR.**

**IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW**

**Signing this form is voluntary. However, use of or presence on CVTSC’s premises is dependent on signature.**

\_\_\_\_\_  
PRINTED NAME OF RIDER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTENDING AN EVENT OR GUEST OF A MEMBER? PLEASE LIST (e.g. Schooling Show)

**DOG POLICY:** No dogs are permitted on the CVT&SC grounds during a show or clinic. INITIAL: \_\_\_\_\_

**MINORS:**

\_\_\_\_\_  
PRINTED NAME OF PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
SIGNATURE OF PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
DATE

**HELMET POLICY:** Minors are required to wear a helmet while mounted. INITIAL: \_\_\_\_\_