



## Concord Mt. Diablo Trail Ride Association

### **RELEASE & HOLD HARMLESS AGREEMENT FOR GUESTS**

ALL GUESTS WHO VISIT THE PREMISES LOCATED AT 1600 Trail Ride Road, Clayton, CA 94517  
(REFERRED TO HEREIN AS "PREMISES") MUST SIGN THIS FORM IN ORDER TO BE ON THE PREMISES. THESE PREMISES  
ARE PRIVATE. IF YOU ARE HERE WITHOUT PERMISSION AND HAVE NOT SIGNED THIS AGREEMENT,  
YOU ARE TRESPASSING AND WILL BE REQUIRED TO LEAVE IMMEDIATELY.  
AFTER SIGNING THIS RELEASE ONCE, WE WILL KEEP IT ON FILE.

1. This Release and Hold Harmless Agreement for Guests (herein "Agreement") is entered into on \_\_\_\_\_ (date)

by \_\_\_\_\_ residing at \_\_\_\_\_  
(Please Print Name Clearly-Fill in Parent Name if Guest is a Minor)  
(Street Address-No PO Boxes please)

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code), their heirs, executors, administrators, assigns, (hereinafter referred to as Guest) and Concord Mt. Diablo Trail Ride Association, a not for profit California Corporation under 501 (c) 7 doing business at 1600 Trail Ride Road, Clayton, CA 94517, ("Premises") their board members, association members, employees, ranch hands, managers, assistants, independent contractors, agents, residential tenants, representatives, heirs, executors, administrators and assigns (hereinafter collectively referred to as "CMDTRA") (each a "Party" & collectively the "Parties").

2. Consideration: Guest wishes to visit or has been invited to Premises privately owed or managed by CMDTRA and will be engaging in various activities, including but not limited to equestrian activities. In consideration, Guest agrees to release, hold harmless and indemnify CMDTRA from all claims as set forth in this Agreement and agrees to all terms set forth herein.

3. Limitation Of Liability and Assumption Of Risk:

By signing below, Guest releases CMDTRA of all liability in connection with any injury sustained as a result of Guest's activities on or around any horses and for any other activity occurring on Premises including but not limited to swimming, hiking, and sports of any kind. Guest also acknowledges that horseback riding and horse handling is an inherently risky activity and hereby releases CMDTRA from any liability for injury, damage, or loss to Guest or Guest's equipment. Guest understands that visitation to an equestrian property is inherently risky and assumes the risk of being on Premises. Guest understands that CMDTRA is not responsible for any accidents, personal injuries of any type, damages, or loss to Guest or to Guest's personal property, in conjunction with being on Premises or in conjunction with horse activity and other activity of any kind. Guest expressly understands that horseback riding, training, instruction, clinics, shows and related activities are inherently dangerous, including inherent risks which cannot be eliminated. Guest hereby asserts that her/his participation in this Agreement and any activity whatsoever on Premises is completely voluntary and Guest expressly assumes all such risks, all risks of injury of any kind, including death and all risks of injury, loss or damage to Guest's personal property of any kind, including loss, damage or injury to Guest's horse(s), if any. Guest agrees to use best judgment to always take safety first into consideration while riding a horse. Guest further acknowledges that CMDTRA cannot be responsible for certain occurrences and elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water; wild and domestic animals, insects, and reptiles which may walk, run, fly near, bite, or sting a horse; irregular footing on outdoor, or indoor groomed or wild land, all of which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape. Guest promises not to sue or bring a claim of any kind for any personal injuries sustained or any damages to personal property sustained, including loss, damage or injury to Guest's horse(s), (if any) as a result of such natural occurrences. Guest also fully understands that CMDTRA does not carry insurance on Guest's horses, nor are Guest's horses covered under any public liability, accidental, injury, theft, or equine mortality insurance, and that all risks connected with being on Premises with a horse, are to be borne by the Guest. If Guest's horse(s) injure any other persons, other animals or damage any property on Premises, Guest understands that they are responsible for any claims arising there from and will also defend, indemnify and hold harmless CMDTRA from any such claims.

4. Indemnity and Waiver of Unknown Claims: Guest agrees that s/he will defend, indemnify and hold harmless CMDTRA against all claims, demands, liabilities, and causes of action including court costs, expenses and attorney's fees, directly or indirectly arising from any action or other proceeding brought by, or prosecuted for, Guest's benefit or for the benefit of Guest's heirs, guardians and assigns or brought by others, against CMDTRA in connection with being on Premises or any action or inaction taken by Guest, Guest's family members, agents, heirs or assigns. This extends to all claims of every kind and nature whatsoever, whether known or unknown. Guest expressly waives any benefits s/he may have under Section 1542 of the California Civil Code relating to the release of unknown claims. Guest understands that this law contains provisions designed to prevent Guest from waiving unknown claims that existed at the time of waiver, and Guest expressly agrees to waive all rights that Guest might have under this law and related sections

5. Damage to Premises: Guest agrees to pay for and/or repair any damage that occurs to Premises, including but not limited to all personal property, buildings, barns, fences, stalls, pens, structures or vehicles caused by Guest or by Guest's horse (s).

6. Rules: Guest agrees to follow any rules or signs posted on Premises. Guest also agrees to follow any instructions given by CMDTRA or their agents, assistants, employees or independent contractors working on behalf of CMDTRA.

7. Attire and Helmet Use: Guest, if horseback riding, agrees to wear appropriate riding attire and CMDTRA strongly recommends wearing an ASTM certified helmet. CMDTRA does not permit riding without an ASTM approved safety helmet for minors under age 18. No exceptions. Violators will be subject to a fine of \$ 150.00 if observed violating this requirement for the first offense. For a second offense, violators will be subject to expulsion from CMDTRA and from its premises without the possibility of re-admittance.

8. Adult Helmet Waiver: CMDTRA strongly encourages and suggests all riders to wear an ASTM approved safety helmet at all times while riding a horse. If an adult Guest fully chooses to ignore this suggestion, despite an increased chance that this choice may result in severe serious injuries, paralysis or death, Guest does so with FULL assumption of the risk and agrees on behalf of themselves and on behalf of all its agents, representatives, heirs, executors, administrators and assigns to never sue or otherwise bring a claim of any kind for personal injuries. Such injuries include, but are not limited to, grave traumatic brain injuries, cracking and crushing of Guest's skull, full or partial

paralysis, death and many more possible injuries too numerous to list. Further, all of the defense, indemnification and hold harmless provisions herein set forth in clause 4 fully apply to Guest when making this helmet waiver choice. Guest, by initialing here acknowledges that they are fully aware of all of these serious risks, that they fully understand such risks and the suggestions made herein, including risks that are unknown, but have the potential to occur when riding without helmet protection, and has decided to ride without a helmet nonetheless. REQUIRED GUEST INITIALS:   

9. Guest Representations and Warranties: Guest warrants the following:

- a. Guest does not have any physical/mental conditions that would prevent them from engaging in horse-related activities or from visiting an equestrian and facility;
- b. That horses, if any, brought to Premises are current on all of the recommended & routine vaccinations are negative for Coggins, and that the horse(s) brought in by Guest are free of contagious diseases;
- c. That Guest has authority to enter into this Agreement;
- d. That Guest, in the event of injury, gives CMDTRA the authority to make decisions regarding medical care, including administration of medical care, and will defend, indemnify and hold CMDTRA harmless for any injury or death that occurs as a result of this care.

10. For Guests who are Minors: (Skip to #11 if no minor involved) MINOR'S WHO HAVE NOT HAD HIS/HER PARENTS/LEGAL GUARDIANS SIGN THIS AGREEMENT DO NOT HAVE PERMISSION TO BE ON THE PREMISES, ARE TRESPASSING AND MUST LEAVE.

I/We, the undersigned parent and/ or legal guardian (hereinafter Parent) of Minor Child named:   

  , (herein referred to as Minor) on behalf of ourselves, the minor child named herein and his/her other parents, legal guardians, heirs, executors, administrators and assigns (hereinafter referred to collectively as "Minor Parties") is/are allowing Minor to participate in activities as set forth in this Agreement and be on Premises. Parent, on behalf of themselves, Minor and all Minor Parties, agree to release, hold harmless and indemnify CMDTRA from all claims as set forth in this Agreement, promise not to sue CMDTRA for any injuries to Minor, including death and further agree to comply with all terms and conditions and agreements made herein. Parent further agrees that he/she is entering into this Agreement on behalf of Minor, on behalf of him/herself and on behalf of all other parents, legal guardians, and Minor Parties that he/she has the authority to do so and that all terms and conditions of this Agreement apply to his/her Minor child. Parent agrees to have a supervising adult on Premises responsible for said Minor at all times. Parent further warrants that said Minor does not have any physical or mental conditions that would prevent Minor from engaging in horseback riding and its attendant activities. Parent agrees that he/she will require the above mentioned Minor to wear appropriate attire as set forth herein, including the required helmet rule. Parent further warrants that he/she has, and will maintain, current health and accident insurance policies covering said Minor.

Signature of Parent/Legal Guardian:   

11. Entire Agreement: This Agreement constitutes an integration of the entire understanding and agreement of the Parties. Any representations, warranties, promises, or conditions, written or oral, not specifically in this Agreement shall not be binding on any of the Parties, and each of the Parties acknowledges that it has not relied, in entering into this Agreement, on any representations, warranties, promises, or conditions not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

12. Severability: if any provision of this Agreement is determined to be illegal or unenforceable, such shall not affect the validity or enforceability of the remaining provisions, all of which shall remain in full force and effect.

13. Binding Arbitration: Guest agrees that with regard to any and all claims or disputes arising in connection with this Agreement, they shall be handled as follows: a) For all matters, including those within the limits for a Small Claims Court case, the Parties agree to make their best efforts to resolve any disputes informally by mutual and respectful discussions as a first step; b) Should these informal discussions fail, then the Parties agree to try a mediation process before an impartial mediator acceptable to both Parties. This applies to Small Claims matters as well as matters that exceed Small Claims' jurisdiction. Costs of same will be paid for by both Parties equally; c) If mediation efforts fail for matters valued within the limits set forth for Small Claims Court actions, then either Party can proceed to file a Small Claims action; d) For disputes or claims that have not been resolved by either 13a. or 13b. and that also exceed the jurisdictional amount allowed in Small Claims matters, all Parties agree to have the claim or dispute decided by BINDING arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules and under California law. Said arbitration shall take place in Contra Costa County, California. Parties agree and acknowledge that this process relinquishes their right to a jury trial and Parties agree to the use of binding arbitration in its stead.

14. Attorney's Fees: In any legal action brought in connection with this Agreement, including Arbitration, which includes, but is not limited to a material breach, the prevailing party has the right to collect all reasonable fees, expenses and costs from the breaching party.

15. Governing Law: This Agreement shall be interpreted in accordance with the laws of the State of California and any dispute concerning this Agreement, or any indemnification hereunder, shall also be interpreted in accordance with the laws of the State of California, County of Contra Costa.

**GUEST'S NAME:**    **Date:**     
Print Name

**PLEASE NOTE: (IF GUEST IS A MINOR UNDER 18, PARENT OR LEGAL GUARDIAN MUST SIGN AND FILL IN NUMBER 10 ABOVE)**

**SIGNATURE**