

CMDTRA Guest Release & Hold Harmless Agreement

CONCORD MT. DIABLO TRAIL RIDE ASSOCIATION

The Concord Mt. Diablo Trail Ride Association (“CMDTRA”) welcomes guests to its private property located at 1600 Trail Ride Road, Clayton, CA 94517 (“Premises”). All guests must sign this Agreement before entering or engaging in any activity. Entry without a signed release constitutes trespass and may result in removal from the Premises.

Parties

This Agreement is between:

GUEST NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

GUEST OF (Member/Organization): _____

(“Guest”) and CMDTRA, a not-for-profit California corporation, including its officers, directors, employees, volunteers, contractors, tenants, members, agents, and representatives (“CMDTRA Representatives”).

2. Assumption of Risk – Injury, Death, and Property Damage

Guest understands that all equestrian and recreational activities, including horseback riding, horse handling, swimming, hiking, and camping, carry inherent and unavoidable risks that may result in injury, death, or property loss. Guest voluntarily assumes all risks—known and unknown—and agrees not to sue or hold CMDTRA or CMDTRA Representatives liable for any such injury or damage.

3. Property Responsibility

Guest assumes responsibility for their animals, property, and any damage they cause. CMDTRA is not responsible for loss, theft, or damage to any personal property, vehicle, or horse.

4. Indemnification, Release, and Waiver of Claims

Guest agrees to defend, indemnify, release, and hold harmless CMDTRA and CMDTRA Representatives from any claims, damages, or attorney’s fees arising from Guest’s conduct or animals on the Premises. This release extends to all known and unknown claims, and Guest expressly waives rights under California Civil Code §1542.

5. Damage to Premises

Guest agrees to repair or pay for any damage caused to CMDTRA property by Guest, their animals, or invitees.

6. Rules and Conduct

Guest must comply with all posted rules and instructions from CMDTRA representatives. Failure to comply may result in immediate removal from the Premises.

7. Attire and Helmet Use

All riders must wear closed-toed shoes or riding boots and long pants.

- Minors (under 18): ASTM-certified helmet required at all times when riding.
- Adults: Helmet use is strongly recommended. Adults who ride without a helmet do so at their own risk and waive related claims.

Adult Initials (if declining helmet use): _____

****Jumping: ASTM-certified helmet required for all ages.****

8. Medical Authorization

In case of injury or medical emergency, Guest authorizes CMDTRA to secure necessary care and agrees to hold CMDTRA harmless for any resulting consequences.

9. Minor Guests

If the Guest is a minor, the parent or legal guardian signing below gives permission for the minor's participation, assumes full responsibility, and agrees to these terms.

Minor's Name: _____ Parent/Guardian Signature: _____

10. Dispute Resolution

Disputes shall first be addressed through respectful discussion. Unresolved matters proceed to mediation, and if necessary, binding arbitration in Contra Costa County, under American Arbitration Association rules. The Parties waive the right to a jury trial.

11. Attorney's Fees

The prevailing party in any arbitration or legal action is entitled to recover reasonable attorney's fees and costs, divided proportionally if fault is shared.

12. Entire Agreement, Severability, and Governing Law

This Agreement represents the full understanding between the Parties. If any portion is invalid, the remainder shall remain enforceable. Governed by California law, venue in Contra Costa County.

Guest Name (Print): _____

Signature: _____ Date: _____

Parent/Guardian signature (if applicable): _____