

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I (we) am (are) voluntarily entering into the following agreement with NOVATO HORSEMEN, INC. and/or NOVATO JUNIOR HORSEMEN ("NJH's") together with their sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representatives, and affiliated persons or entities (all of these persons and entities will collectively be referred to in this agreement as "NHI").

In addition to myself (ourselves), I (we) also make this agreement on behalf of the following persons who are my (our) children or legal wards (under 18 years of age). These persons may attend or participate in open events sponsored or organized by NHI or closed events of members of NHI, and I (we) agree to bind them to this agreement. :

Child's Name. \_\_\_\_\_ Age: \_\_\_\_\_ Child's Name. \_\_\_\_\_ Age: \_\_\_\_\_

All parts of this agreement shall apply to me (us) and the children/legal wards listed above. [We will collectively call ourselves "I", "me", "my", "we", "us" or "our" throughout this agreement.] This agreement shall be binding at all times, now and in the future, when NHI permits me (us) (directly or indirectly) to attend or participate in events sponsored or organized by NHI at any location.

In consideration of NHI allowing me (us) and/or my (our) minor children or legal wards to attend or participate in events sponsored or organized, in whole or in part, by NHI, I (we) agree as follows:

**1. EXPRESS ASSUMPTION OF RISKS.** When preparing for, entering, attending, participating in, or leaving events sponsored or organized in whole or in part by NHI. Horses, mules and ponies are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of a horse, mule or pony are to jump forward or sideways, or run away from danger by trotting or galloping. Horses, mules and ponies are also known to kick, buck, rear up, spin around, strike, or bite. I (we) know that horses, mules or ponies can do these things without warning. I (we) also understand that all horses, mules and ponies are powerful and could have the potential to be dangerous to people who ride, handle, or are around them.

Further, I (we) understand that riding, handling, or being near a horse, mule or pony can expose me (us) to numerous hazards, which could include, for example: the propensity of a horse, mule or pony to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of a horse, mule or pony's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on the land; and/or collisions with other horses, mules, cattle, ponies, or objects. I (we) understand that these risks and dangers can occur with or without negligence on part of NHI, and I (we) expressly agree to assume all of these risks. I (we) also understand that these are just some risks, and I (we) agree to assume others; I (we) am (are) not relying on NHI to list all possible risks for me (us).

**2. WAIVER AND LIABILITY RELEASE.** As lawful consideration for being permitted to attend or participate in events sponsored or organized, in whole or in part, by NHI at any location, now and in the future, I (we) agree to assume full responsibility for any and all bodily injuries or damages which I (we) may sustain when engaging in these and other activities caused by the ordinary negligence of NHI. The term "damages" means, for example, medical expenses; losses incurred because of bodily injuries or property damages, and/or personal property damages. I (we), for my (our) heirs, administrators, personal representatives, agents, and assigns, waive, release, discharge, and covenant not to sue Novato Horsemen, Inc. and/or Novato Junior Horsemen, together with their sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representatives, affiliated persons or entities, and others acting on their behalf of and from any and all claims, damages, actions, omissions, suits, or causes of action (present and future), whether or not the claims are known or unknown, arising out of the ordinary negligence of any of these parties.

**3. INDEMNITY AGREEMENT.** I (we) also agree to indemnify and hold harmless Novato Horsemen, Inc. and/or Novato Junior Horsemen, together with their sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representatives, affiliated persons or entities, and other acting on their behalf against all damages which are sustained or suffered by any third person(s) [people who are not parties to this Agreement, including, but not limited to, participants, spectators, visitors, guests, or others], including any and all injuries or damages whatsoever that I (we) [or my(our) horse(s), mule(s) or pony(ies)] may cause, directly or indirectly, while attending or participating in events sponsored or organized in whole or in part by NHI. The indemnity shall include reimbursement of NHI's attorney fees and court costs.

**4. PROTECTIVE HEADGEAR.** For my protection, NHI advises me (us) to consider purchasing and wearing properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear when riding or when near horses or ponies I (we) am (are) not relying on NHI to monitor my (our) compliance with this suggestion, and I (we) understand that NHI will not check my (our) helmet (if I (we) wear one) or provide one for me (us) (if I (we) do not).

**5. MISCELLANEOUS.** This agreement is governed by California law and is intended to be as broad and inclusive as is permitted under the law. Should any clause conflict with California law, only that clause will be null and void and the remainder shall stay in effect. This agreement can only be modified or terminated by a written agreement that is signed by the President of NHI and me. If I (we) breach this agreement, I (we) agree to pay attorney's fees and court costs incurred by NHI related to such breach.

**6. HEALTH AND DISABILITIES.** Many disabilities have conditions that pose special physical risks to participants during exercise. Horseback riding is exercise. I (we) understand that NHI recommends that I (we) seek the advice of a physician before participating in activities that involve riding or being near horses, mules or ponies.

**7. ALSO, I (WE) REPRESENT THAT:**

- **AT THE TIME I (WE) AM (ARE) SIGNING THIS, I (WE) AM (ARE) OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- **I (WE) HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (BOTH PAGES), AND I (WE) FULLY UNDERSTAND IT; AND**
- **I (WE) AM (ARE) AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I (WE) AM (ARE) GIVING UP LEGAL RIGHTS AND/OR REMEDIES TO ASSERT A CLAIM FOR NEGLIGENCE.**

Signature -Contracting Party \_\_\_\_\_ Date \_\_\_\_\_ Signature -Contracting Party \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

Signature of Parent(s) or Legally Appointed Guardian [If competitor or participant is under 18] \_\_\_\_\_ Date \_\_\_\_\_