

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice - By signing this document you will be waiving rights, including the right to sue.

RELEASE AND WAIVER OF CLAIMS; ASSUMPTION OF RISK; INDEMNIFICATION AGREEMENT

In consideration of being allowed to use the facilities and participate in programs, activities, and events (collectively the "Activities") provided by Happy Trails Livestock Company, LLC and California State Parks ("The Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the activities or the use of any equipment provided by the Host ("Equipment"). As used herein, the term "Equipment" shall include equine animals.
- 2) TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents and/or officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death.
- 3) TO RELEASE** the Host, its owners, affiliates, operators, employees, agents and officers from all liability for any loss, damage, injury, death or expense that the Participant (or his or her next of kin) may suffer, arising out of his or her participation in the Activities and use of the Equipment, including while receiving instruction and/or training. The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that may arise from any **negligent** acts or conduct of the Host its owners, affiliates, operators, employees, agents and/or officers to the fullest extent permitted by law. However, nothing in this agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.
- 4) TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents and/or officers from all liability for any loss, damage, injury, death or expense that the Participant (or his or her next of kin) may suffer arising out of participation in Activities and/or use of the Equipment, including while receiving instruction and/or training.

PERSONAL RESPONSIBILITY

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that if helmets are recommended for use while participating in the Activities and if Participant chooses not to wear a helmet he/she does so at his/her own risk and Participant and his/her parent(s) or legal guardian(s) accept full responsibility for any injury that results.

The Participant and his/her parent(s) or legal guardian(s) understand that Participants participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Hosts Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *COMMON SENSE* and by being aware of his/her surroundings.

If while participating in the Activities, the Participant and or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition which they believe jeopardizes Participants personal safety or that of others, Participant and or his/her parent(s) or legal guardian(s) if Participant is a minor will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its council in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS. INCLUDING THE RIGHT TO SUE.

Participants Name (Printed):_____

Participants Signature:_____ Date:_____

Parent/Guardian Name (Printed)_____

Parent/Guardian Signature:_____ Date:_____