

California Draft Horse and Mule Association WAIVER OF LIABILITY

THIS CONTRACT LIMITS OUR LIABILITY-READ IT

1. Voluntary Participation. I, _____ [name of participant], acknowledge that I have voluntarily applied to participate in activities involving the use of horses at the premises of _____ [name of property owner], located _____ and sponsored by the California Draft Horse and Mule Association on these dates: _____

2. Assumption of Risk.

A. I AM AWARE THAT THE TRAINING, RIDING AND COMPETING INVOLVING THE USE OF HORSES IS A HAZARDOUS ACTIVITY. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED; HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH;

B. I AM AWARE THAT _____ **AND THE CALIFORNIA DRAFT HORSE AND MULE ASSOCIATION** ARE ALLOWING ME TO ENTER THE PROPERTY TO PARTICIPATE IN THE AFOREMENTIONED ACTIVITIES AND DO SO WITHOUT WARRANTY OR GUARANTEE OR ANY KIND WITH REGARD TO THE CONDITION OF THE PROPERTY FOR THE PURPOSES ASSOCIATED WITH MY PARTICIPATION IN THE AFOREMENTIONED ACTIVITIES, AND I VOLUNTARILY ENTER INTO THE PROPERTY AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH;

C. I AM AWARE THAT OTHER PERSONS MAY BE ON THE PROPERTY OF _____ AND ARE BEING ALLOWED BY _____ AND THE CALIFORNIA DRAFT HORSE AND MULE ASSOCIATION TO ENTER THE PROPERTY, PARTICIPATE IN THE AFOREMENTIONED EVENTS, AND TO BRING ONTO THE PROPERTY AND INTO THE EVENTS THEIR OWN HORSES AND EQUIPMENT AND THAT NEITHER _____ OR THE CALIFORNIA DRAFT HORSE AND MULE ASSOCIATION HAVE INSPECTED NOR WARRANTY OR GUARANTEE THE HORSES OR THE EQUIPMENT, IN ANY WAY, THAT INDICATES ANY LEVEL OF SAFETY OR SUITABILITY AND I AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH THAT MAY RESULT FROM THE PRESENCE OF SAID HORSES AND EQUIPMENT AND/OR THE USE OF THE SAME IN CONJUNCTION WITH THE ACTIVITIES HEREINBEFORE DESCRIBED;

D. I AM AWARE THAT I AM RESPONSIBLE FOR MY OWN HORSES, EQUIPMENT, AND GUESTS AND AGREE TO MAINTAIN CONTROL AND SAFETY OF THE SAME AND THAT I AM ALSO RESPONSIBLE FOR THE USE, MAINTENANCE AND CONTROL OF MY HORSES AND EQUIPMENT AT ALL TIMES WHILE ON THE PROPERTY OF _____ AND DURING MY PARTICIPATION IN THE ACTIVITIES HEREINBEFORE DESCRIBED;

E. I AM AWARE THAT FOR THIS EVENT, MEMBERS OF THE CALIFORNIA DRAFT HORSE AND MULE WILL BE ASSISTING WITH THE CLINIC, AND HEREAFTER, MEMBERS SHALL INCLUDE THE FOLLOWING PERSONS:

THESE MEMBERS MAY BE PROVIDING ASSISTANCE, HORSES AND EQUIPMENT.

AND VERIFY THESE STATEMENTS BY PLACING MY INITIALS HERE: _____.

3. Medical Insurance Coverage. By signing this agreement, I am also indicating that I have medical insurance coverage sufficient to cover any and all injuries/damage that I may sustain as a result of my participation in the activities herein and use of the facilities hereinbefore described, and/or certify that I have sufficient financial means to respond to medical charges/expenses that may arise as a result of my participation in the activities herein and the use of the facilities hereinbefore described and understand and agree that I will not be able to seek any contribution, in any way or amount, from anyone or any entity associated with the production of the activities herein or the facilities on which the activities will take place.

3. Release. As consideration for being permitted by _____ and California Draft Horse and Mule Association to participate in these activities and use related facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of _____ and/or the California Draft Horse and Mule Association, their employees, MEMBERS, or contractors, on account of injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, or contractor of _____ and/or the California Draft Horse and Mule Association as a result of my participation in the activities involving the use of horses or any other related activities. I hereby release _____ and California Draft Horse and Mule Association, their employees, MEMBERS, or contractors, from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from my participation in the activities involving the use of horses or any other related activities.

4. Indemnity. As further consideration for being permitted by _____ and California Draft Horse and Mule Association to participate in these activities and use related facilities, I hereby agree to indemnify _____ and California Draft Horse and Mule Association, their employees, MEMBERS, or contractors, from and against all liability by reason of my participation in the activities involving horses, hereinbefore described, and hold them harmless against all demands, claims, actions, losses, and expenses arising therefrom, including reasonable attorneys' fees.

Additionally, I agree to provide _____ and California Draft Horse and Mule Association, their employees, MEMBERS, or contractors, a legal defense should any demands, claims, actions, losses and expenses arise from my participation in the activities involving horses, hereinbefore described.

5. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND _____ CALIFORNIA DRAFT HORSE AND MULE ASSOCIATION, THEIR EMPLOYEES, MEMBERS, OR CONTRACTORS, AND SIGN IT OF MY OWN FREE WILL.

Executed _____ [date] at _____ [city], California.

_____ [signature of participant]

_____ [printed name of participant]

CONSENT OF PARENT OR LEGAL GUARDIAN OF MINOR-PARTICIPANT

The undersigned hereby declares that _____ [he or she] is the [parent or legal guardian] of _____ [name of minor], a minor born _____ [date]. The undersigned consents to the participation of the minor in the above-described events involving the use of horses and related equipment and further consents to be bound by all the terms of the above agreement that limits the liability of all persons and entities associated with the production of any portion of the above-described events.

The undersigned understands that _____ [he or she] assumes any and all risk associated with the participation of the above-named minor-participant in the above-described events and specifically acknowledges _____ [his or her] awareness of paragraphs 2 .A through D above.

Executed at _____ [city], _____ [state], on
_____ [date].

_____ [signature of parent or guardian]

_____ [printed name of parent or guardian]