

The Antique Carriage Club Inc. (ACC)
ACC Pleasure Driving Club
20_____ Membership Application/Release

- () Adult Individual Membership - \$25
- () Adult Individual Membership (Spouse/Significant Other) - \$10
- () Youth Individual Membership (17 years and under) - \$15
- () Lifetime Individual Membership - \$500

Name _____
Printed

Name _____
Signature

Name _____
Printed

Name _____
Signature

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Cell/Text _____

Please include an **optional** brief description of your interests, experience, type of horse and carriage, and what you would like to see in the way of club activities.

Suggestions for driving venues:

*** Releases of Liability signed by members or non-members will be valid for the entire year.

Make your check payable to ACC and mail along with the signed Membership Application and Release of Liability to the Club Secretary:

ACC Membership
Theresa La Voie
P.O. Box 800
Somerset, CA 95684

The Antique Carriage Club Inc. (ACC)
ACC Pleasure Driving Club
Release, Waiver of Liability, Indemnity Agreement

This agreement is to be signed by every person who participates in any Antique Carriage Club, Inc./ACC Pleasure Driving Club ("ACC") sponsored events ("Events"), including carriage drivers, each passenger who rides with a carriage driver, and spectators, at any time from arrival at the drive to departure.

I understand that activities involving horses and carriage driving, including but not limited to entering a carriage, driving, dismounting a carriage, grooming, handling, harnessing, riding in a carriage, and otherwise being in the physical proximity of horses is a dangerous activity which produces foreseeable risk of mortal or serious injury and/or property loss to the participant in such activity as well as to the person or property of others. I understand that neither ACC or its officers, directors, agents, and the landowners or tenants on whose property an Event is conducted, accept any responsibility for accidents, personal injuries, damage to the horses and other property, to the owners, horses, drivers, passengers, spectators or any other persons or property in connection with any Events. I understand and recognize and warrant that this Release, Waiver of Liability and Indemnity Agreement ("Release") is being voluntarily and intentionally signed and agreed to, and that in signing this Release I know and understand that this Release may limit the liability of ACC or its officers, directors, agents, and the landowners or tenants on whose property an Event is conducted. NOW THEREFORE, in consideration of being allowed to participate in any Events and for other good and valuable consideration, receipt of which is hereby acknowledged, I agree as follows:

Assumption of the Risk. I hereby assume full responsibility for, and risk of, any death or bodily injury to myself or others (including but not limited to, those matters set for the in the above recitals) and damages to or destruction of my property or the property of others, cause by my engaging in any Events. My responsibility includes, but is not limited to, payment of (1) medical expenses for myself and others that I may have injured, (2) costs to replace my own property or the property of others that I may have destroyed or damaged, and (3) damages for other non-medical and non-property items such as pain and suffering and lost wages, etc.

Release, Waiver of Liability, and Discharge of Claims. I hereby release, waive, and discharge any and all claims that I may have now, for damages against ACC, including its officers, directors, agents, and the landowners or tenants on whose property an Event is conducted, arising directly or indirectly from my death, the death of any other person, bodily injury to me or others, or damages to my property or others, attributable to my engaging in any Events. I expressly waive any right I may have under California Civil Code Section 1542 which states: "*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him might materially affect the settlement with the debtor.*"

Indemnification. I agree to completely indemnify and hold harmless ACC, including any of its including its officers, directors, agents, and the landowners or tenants on whose property an Event is conducted, from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and expenses, including attorneys' fees, which are occasioned by, or otherwise attributable to matters for which I have assumed the risk and for which I am responsible, and for any actions brought by my guests or invitees.

Binding Nature of Agreement. I agree that this Agreement shall be binding on my personal representatives, heirs, and assigns.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive law of the State of California, without regard to the choice of law rules thereof. I hereby submit to the personal jurisdiction of the State of California.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT AND ACCEPTANCE OF RESPONSIBILITIES.

Print

Signature(s)

Date