

Camp Lockett Event and Equestrian Facility (CLEEF)

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND if applicable, YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE ACTIVE AND/OR PASSIVE NEGLIGENCE OF CAMP LOCKETT EVENT AND EQUESTRIAN FACILITY (CLEEF), AND CLEEF BOARD MEMBERS, MEMBERS, AND/OR VOLUNTEERS (hereinafter the "Released Parties").

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS EQUESTRIAN ACTIVITY. RELEASED PARTIES DO NOT GUARANTEE THE SAFETY OF INDIVIDUALS, FAMILY MEMBERS, FRIENDS OR THE HORSES INVOLVED IN THIS EQUESTRIAN ACTIVITY WITHIN THE CAMP LOCKETT EVENT EQUESTRIAN FACILITY (CLEEF) (hereinafter the "Facility").

1. _____ (and my minor child _____) (hereinafter the "Undersigned"), Street Address _____, City _____, State & Zip _____.

In consideration for allowing Undersigned (or Undersigned's minor child) to handle and/or ride a horse and/or be near a horse and on behalf of Undersigned, Undersigned's child and/or Undersigned's personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. ACKNOWLEDGES that horseback riding, the handling of a horse or being near a horse is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death because no horse is a completely safe horse.
2. VOLUNTARILY ASSUMES the risk and danger of injury or death inherent in the participation of equestrian activities, including but not limited to, handling or riding of a horse. Undersigned further assumes the risk and danger associated with being near a horse or on the premises of the Facility. Undersigned further assumes the risk associated with the failure to wear a protective helmet.
3. RELEASES, DISCHARGES AND PROMISES NOT TO SUE the Released Parties for any loss, damage, injury (including death) or cost to Undersigned or Undersigned's child arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the Facility or due to the failure to wear a protective helmet when riding.
4. INDEMNIFIES, AND SAVES AND HOLDS HARMLESS the Released Parties from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either Undersigned's or Undersigned's child's participation in equestrian activities, including but not limited to, handling or riding a horse or being in close proximity to a horse or on the premises of the Released Parties or due to the failure to wear a protective helmet when riding or handling a horse.
5. AGREES to abide by and follow any instructions given or rules established by the Released Parties for any and all equestrian activities and/or equestrian related activities
6. AGREES that the foregoing release and waiver of liability, assumption of risk, indemnity agreement and promise not to sue is governed by laws of the State of California and is intended to be as broad and inclusive as is permitted by California law.
7. ACKNOWLEDGES that this document is a contract and agrees that if a lawsuit is filed against the Released Parties for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Released Parties in defending such an action.
8. IT IS ADVISED THAT I, THE UNDERSIGNED, AND/OR MY CHILD, AND ALL RIDERS/HANDLERS WEAR A PROTECTIVE ASTM/SEI APPROVED RIDING HELMET. (PLEASE INITIAL HERE): _____

I, the Undersigned, have read this document. I, the Undersigned, understand it is a promise not to sue and to release and indemnify the Released Parties and Facility from any and all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition of the Released Parties allowing me, the Undersigned and/or my child to participate in equestrian activities, including but not limited to handling or riding a horse or being near a horse. I, the Undersigned, have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of the equestrian activities experience and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

Date: _____ Phone: _____

Participant Name: _____

Signature: _____

Print Name: _____

**** *Participants under the age of 18 must have a parent or legal guardian sign*****