



Diablo Equestrian Heritage Association

– A non-profit 501 C(3) organization Tax ID #47-3972899

RELEASE & HOLD HARMLESS AGREEMENT FOR GUESTS

ALL GUESTS WHO VISIT THE PREMISES LOCATED AT 1600 or 1700 Trail Ride Road, Clayton, CA 94517 (REFERRED TO HEREIN AS "PREMISES") MUST SIGN THIS FORM IN ORDER TO BE ON THE PREMISES.

This Release and Hold Harmless Agreement for Guests (herein "Agreement")

Of _____, 2018 by _____ residing at _____
(Please Print Name Clearly-Fill in Parent Name if Guest is a Minor)

(Street Address-No PO Boxes please)

(City) _____ (State) _____ (Zip Code) _____, their heirs, executors, administrators, assigns, (hereinafter referred to as Guest) the Diablo Equestrian Heritage Association, Concord Mt. Diablo Trail Ride Association and Kimberly Bredehoft, their respective board members, association members, employees, managers, assistants, volunteers, independent contractors, agents, residential tenants, representatives, heirs, executors, administrators and assigns (hereinafter collectively referred to as "DEHA/CMDTRA/Breedhoft") (each a "Party" & collectively the "Parties").

Consideration: Guest wishes to visit or has been invited to Premises privately owned or managed by CMDTRA and will be engaging in various activities, including but not limited to equestrian activities. In consideration, Guest agrees to release, hold harmless and indemnify DEHA/CMDTRA/Breedhoft from all claims as set forth in this Agreement and agrees to all terms set forth herein.

Assumption of the Risk of Death and Injury: Guest agrees and expressly understands that visitation of an equestrian property where horse back riding and related activities regularly occur are inherently dangerous. These inherent risks cannot be eliminated. Risks include, but are not limited to, scratches, bruises, sprains, tripping, falling, breaking, spraining or twisting limbs, insect and animal bites, allergic reactions from plant life, joint and back injuries, loss of sight, heart attacks, concussions, trampling or being run over by large animals, paralysis and death. Guest fully understands that horses are unpredictable animals and will kick, rear, pullback, spook, bolt, or otherwise act in an unpredictable manner. Guest fully understands that Premises contain defects such as uneven footing, holes and depressions, rocks, and other hidden or obvious conditions which may result in injury or death to Guest. Guest expressly assumes all risk of being on Premises, including all personal injury risks whatsoever and also expressly assumes the risk of engaging in all horses-related activities. Guest therefore agrees not to sue, or otherwise bring a claim against DEHA/CMDTRA/Breedhoft in connection with any injury, death or other consequence that occurs on Premises to them or to anyone else.

Assumption of the Risk of Riding on Premises: Guest hereby acknowledges that horseback riding in arenas is inherently dangerous and carry risks of injury that are an integral part of such activities. Guest assumes full responsibility for all such risks, including, but not limited to loss of control, sudden sounds, other riders or horses losing control, charge or injure persons or animals and so on, whether these be obvious risks or not obvious, and Guest understands and expressly assumes such risks. Guest also assumes the risk that the footing and ground areas where horseback riding is done may contain defects whether they are obvious or not obvious, man-made or natural. Guest therefore agrees not to sue, or otherwise bring a claim against DEHA/CMDTRA/Breedhoft in connection with any injury, death or other consequence that occurs to them or anyone else on Premises as a result of horseback riding. Guest agrees to assume all risks of injury or death caused by any horseback riding, whatever the cause.

Assumption of the Risk of Loss to Guest's Property: Guest understands and expressly assumes the risk that any personal property, including but not limited to motor vehicles or any other personal property, brought to Premises are subject to damage and loss and Guest agrees to indemnify and hold DEHA/CMDTRA harmless for such loss and/or damage and promises not sue DEHA/CMDTRA for any such damage or loss.

Damage to Premises: Guest agrees to pay for and/or repair any damage that occurs to Premises, including but not limited to all personal property, buildings, vehicles caused by Guest.

Rules: Guest agrees to follow any rules or signs posted on Premises. Guest also agrees to follow any instructions given by DEHA/CMDTRA or their agents, assistants, working on behalf of DEHA/CMDTRA/Breedhoft.

Attire: Guest, if horseback riding, agrees to wear closed-toed shoes with low heel or riding boots, long pants and an ASTM certified helmet. If DEHA/CMDTRA/Breedhoft or their agents observe violations of this section. Guest understands that they must rectify same immediately or Guest will be asked to leave.

Guest Representations and Warranties: Guest warrants the following:

- a. Guest does not have any physical/mental conditions that would prevent them from engaging in horse-related activities or from visiting an equestrian and facility;
- b. That Guest has authority to enter into this Agreement;
- c. That Guest, in the event of injury, gives DEHA/CMDTRA/Breedhoft the authority to make decisions regarding medical care, including administration of medical care, and will indemnify and hold DEHA/CMDTRA/Breedhoft harmless for any injury or death that occurs as a result of this care.

Indemnity and Waiver of Unknown Claims: Guest agrees that s/he will defend, indemnify and hold harmless DEHA/CMDTRA against all claims, demands, liabilities, and causes of action including court costs, expenses and attorney’s fees, directly or indirectly arising from any action or other proceeding brought by, or prosecuted for, Guest’s benefit or for the benefit of Guest’s heirs, guardians and assigns or brought by others, against DEHA/CMDTRA/Breedhoft in connection with being on Premises or any action or inaction taken by Guest, Guest’s family members, agents, heirs or assigns. This extends to all claims of every kind and nature whatsoever, whether known or unknown. Guest expressly waives any benefits s/he may have under Section 1542 of the California Civil Code relating to the release of unknown claims. Guest understands that this law contains provisions designed to prevent Guest from waiving unknown claims that existed at the time of waiver, and Guest expressly agrees to waive all rights that Guest might have under this law and related sections.

Photo Release: The Diablo Equestrian Heritage Association has my permission to use my and my family's photograph from the event publicly to promote the organization's activities. I understand that the images may be used in print publications, online publications, presentations, websites, and/or social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

For Guests who are Minors: (Skip to #13 if no minor involved) I/We, the undersigned parent and/ or legal guardian (hereinafter Parent) of Minor Child named: _____, (herein referred to as Minor) on behalf of ourselves, the minor child named herein and his/her other parents, legal guardians, heirs, executors, administrators and assigns (hereinafter referred to collectively as “Minor Parties”) is/are allowing Minor to participate in activities as set forth in this Agreement and be on Premises. Parent, on behalf of themselves, Minor and all Minor Parties, agree to release, hold harmless and indemnify DEHA/CMDTRA/Breedhoft from all claims as set forth in this Agreement, promise not to sue DEHA/CMDTRA/Breedhoft for any injuries to Minor, including death and further agree to comply with all terms and conditions and agreements made herein. Parent further agrees that he/she is entering into this Agreement on behalf of Minor, on behalf of him/herself and on behalf of all other parents, legal guardians, and Minor Parties that he/she has the authority to do so and that all terms and conditions of this Agreement apply to his/her Minor child. Parent agrees to have a supervising adult on Premises responsible for said Minor at all times. Parent further warrants that said Minor does not have any physical or mental conditions that would prevent Minor from engaging in horseback riding and its attendant activities. Parent agrees that he/she will require the above mentioned Minor to wear appropriate attire as set forth herein. Parent further warrants that he/she has, and will maintain, current health and accident insurance policies covering said Minor.

Signature of Parent/Legal Guardian: _____

Entire Agreement: This Agreement constitutes an integration of the entire understanding and agreement of the Parties. Any representations, warranties, promises, or conditions, written or oral, not specifically in this Agreement shall not be binding on any of the Parties, and each of the Parties acknowledges that it has not relied, in entering into this Agreement, on any representations, warranties, promises, or conditions not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

Severability: if any provision of this Agreement is determined to be illegal or unenforceable, such shall not affect the validity or enforceability of the remaining provisions, all of which shall remain in full force and effect.

Mediation and Binding Arbitration:

The Parties mutually agree that any and all disputes arising in connection with this Agreement shall first be resolved by mutual discussions between the Parties. If said discussions fail, then the Parties mutually agree to submit the dispute to a neutral mediator in Contra Costa County, CA. Costs and expenses of mediation shall be borne by the Parties equally. If mediation efforts fail, then the Parties mutually agree to submit any disputes to BINDING Arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Contra Costa County, California.

Attorney’s Fees: If Binding Arbitration is brought in connection with this Agreement, the prevailing party has the right to collect all reasonable fees, expenses and costs from the breaching party. If the arbitrator assigns fault to each Party according to a percentage, then each Party will be responsible for paying the reasonable fees, expenses and costs of the other Party in a pro rata amount to match the percentage of fault accorded to them by the arbitrator.

GUEST’S NAME _____ DATE _____
Print Name

SIGNATURE _____