

Temecula Eq-“Wine” Riders



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

Temecula Eq-Wine Riders (“TEWR”),

A Member Club of the California State Horsemen’s Association (“CSHA”)

BY SIGNING THIS AGREEMENT, YOU ARE: (1) GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF YOUR INJURY OR DEATH, OR DAMAGE TO YOUR PROPERTY; (2) TAKING RESPONSIBILITY FOR ANY INJURIES OR DAMAGES CAUSED BY YOU OR YOUR GUESTS OR ANY PERSON USING YOUR PROPERTY; (3) ASSUMING THE RISK OF PARTICIPATING IN THE ACTIVITIES COVERED BY THIS AGREEMENT; AND (4) AGREEING TO INDEMNIFY OTHERS AGAINST LEGAL AND OTHER COSTS AND DAMAGES THEY MAY INCUR SHOULD YOU OR SOMEONE ON YOUR BEHALF BRING SUIT OR MAKE CLAIMS AGAINST THEM FOR ALLEGED ACTIONS OR INACTIONS FALLING WITHIN THE SCOPE OF THIS AGREEMENT.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I, the undersigned, in consideration of the opportunity to participate in horseback riding activities including, but not limited to, trail rides, pack trips, parades, training rides, and rides between, originating at or ending at participating Temecula Wineries, as well as in trail clearings, work days, club functions or other activities, whether or not sponsored or hosted (all hereinafter referred to as “Covered Events”), hereby agree to release and discharge the CSHA, TEWR, participating Temecula Wineries and their respective directors, officers, agents or members and their heirs, executors, representatives and assigns (all of the afore-mentioned are hereinafter referred to as the “Released Parties”), on behalf of myself, my heirs, assigns and personal representatives and estate, as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer is very dangerous and bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to other members, spectators or other third parties, or their property.

2. Some of those risks include, but are not limited to, the risk that: (a) even a trained horse may, without warning or any apparent cause, revert to instinctive flight behavior, buck, stumble, fall, rear, bite, kick, run, run away, lay down, back quickly, stop short, spin around, make other unpredictable movements, spook, jump obstacles, collide with another horse or rider, become injured, die, step on a person's feet, push or shove a person, (b) saddles, bridles or other tack may loosen or break and protective gear, such as helmets, boots and chaps, may not function as intended and may not prevent injury or death; (c) terrain covered may be in a wild state, rugged, unpredictable, unstable, uneven, unmaintained, uncultivated, steep, sharp, covered with dangerous obstacles, water or wetlands, or otherwise be ill-suited or dangerous for horses or riders; (d) in addition to other horses, other kinds of animals, including but not limited to dogs, cattle, sheep, goats, mules, donkeys, ponies, coyotes, bobcats, mountain lions, bears, reptiles, insects, etc., may be boarded, ridden, encountered or roam freely in the vicinity of rides and may attack or spook a rider or her mount; (e) farm, landscaping, bird acoustic repellent devices in the vines, sprinklers, construction, motorized vehicles, hot air balloons or other equipment may be operated in the vicinity of rides, which may collide with or spook a rider's mount; (f) other members may not be sufficiently experienced or otherwise able to control their mounts so as to prevent injury or death to another rider or damage to their property, or may otherwise engage in negligent or deliberately dangerous behaviors; (g) dangerous weather conditions may arise or worsen during an event without warning; (h) emergency medical care for horse or rider may be unavailable - all of which may cause the rider to fall or be jolted, or result in or contribute to serious injury or death. I further understand and acknowledge that none of the foregoing risks may be controlled or controllable by the Released Parties, and that they hereby disclaim responsibility to me for controlling such risks.

3. With knowledge of the foregoing risks and in consideration for the Released Parties permitting me to participate in Covered Events, **I HEREBY KNOWINGLY AND VOLUNTARILY:**

(a) **ASSUME THE RISK AND DANGER OF INJURY OR DEATH** inherent in participating in Covered Events, including but not limited to those risks described in this Agreement, and accept full and complete responsibility for: (i) my own safety, (ii) the safety of my family members, guests, employees, contract workers, and all persons who may, from time to time, attend Covered Events as their guests, invitees, employees, or in any other capacity, (iii) the safety and well-being of the animals (i.e., horses, dogs, etc.) brought to Covered Events, and (iv) the safety of my property and the property of the persons described above; and

(b) **GIVE UP, WAIVE, RELEASE AND RELINQUISH IN PERPETUITY ANY AND ALL RIGHTS** to make any claim or to bring any proceedings, in court or otherwise, on any claim which I might now have, or which might arise in the future (including without limitation a claim for damages, injury or death based upon the ordinary negligence of the Released Parties and their employees, as well as any consequential damages), against the Released Parties or any of them as a result of any damage, injury or loss to myself or my animals or property while participating in Covered Events from any cause whatsoever, including, but not limited to any claim that the Released Parties are or may be negligent in their evaluation of my riding experience or ability, or the riding experience or ability of any other member or attendee, or in evaluating the experience and suitability of my horse or the horse of any other member, or in leading or supervising riders.

(c) **AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties from and against any and all claims, actions, demands, proceedings, liabilities, losses, damages, costs, or expenses of whatever kind or nature, including attorney's fees, which the Released Parties may sustain or incur for any injury or damage which may be incurred by anyone either personally or to their animals or property as a result of (i) my actions; or (ii) the actions of any animals ridden, controlled or brought to Covered Events by me; or (iii) the actions of any of my family members, guests, employees, contract workers, or any other persons who may, from time to time attend Covered Events or be

present as their guests, invitees, employees, or in any other capacity; or
(iv) the actions of any of the animals ridden, controlled or brought or permitted to be brought to Covered Events by any of the persons described above; and

(d) Agree that the release, waiver, indemnities and other undertakings contained herein shall be binding upon myself and my heirs, legal representatives, successors, and assigns and shall inure to the benefit of the Released Parties, their heirs, legal representatives, successors, and assigns;

(e) **PROMISE THAT I WILL CAUSE PAYMENT TO BE MADE TO THE RELEASED PARTIES** on account of any such claims, actions, demands, proceedings, liabilities, losses, damages, costs, expenses and attorney's fees against which I have agreed to indemnify the Released Parties, as stated above, on or before the time that the Released Parties shall be compelled to make any such payment or to reimburse the Released Parties for any such payment which shall have been made by them or any of them;

(f) **CERTIFY THAT I HAVE SUFFICIENT HEALTH, ACCIDENT, EQUINE AND LIABILITY INSURANCE AND PERSONAL ASSETS** to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. I further certify that I am capable of personally paying for any and all such expenses, damage or liability, which may exceed the limits of such insurance and that should emergency medical or veterinary treatment be required for myself or my horse, I shall pay for all costs thereof;

(g) Acknowledge having read and agree to abide by and follow the TEWR Rules and any special instructions given by any of TEWR's members, guides or trail leaders with regard to the ride, the horse I am riding or any equipment or gear I may be using. I further acknowledge and agree that it is my responsibility to make sure I bring and use all appropriate tack and equipment and use protective gear (including, but not limited to, suitable riding helmet, boots, chaps, and foul-weather gear);

(h) Represent that, to the best of my knowledge, I am not pregnant and do not otherwise have a health condition that would make it inadvisable for me

to participate in Covered Events and that my horse(s) are free from infections, contagious or transmissible diseases; and

(i) Acknowledge that this is a social-club for networking and making friends whose functions often occur, stage from or end at participating Temecula Wineries. If I choose to consume alcohol after a club ride, I will do so responsibly. If I feel that it is not safe for me to drive, it is my responsibility to so alert the trail boss or guide so that alternative arrangements may be made for the safe transportation of me and my horse.

4. **THE UNDERSIGNED EXPRESSLY AGREES TO WAIVE THE PROTECTION AFFORDED BY ANY STATUTE** or law in any jurisdiction (including, but not limited to California Civil Code Section 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

5. The undersigned expressly agrees that the foregoing Participation Agreement, Release, Waiver, Indemnity Agreement And Assumption Of Risk is governed by the State of California and is intended to be as broad and inclusive as permitted by California law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

6. **I ACKNOWLEDGE THAT THIS DOCUMENT IS A CONTRACT** and agree that if a lawsuit is filed against any of the Released Parties, or their agents, employees, guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by any of the afore-mentioned persons in defending such an action.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Legal age EVENT PARTICIPANTS and / or parents and / or legal guardians must print name and sign and date below:

Contact In Case of Emergency

Relationship

() _____
Phone Number