



VISITOR RELEASE & HOLD HARMLESS AGREEMENT-FOR MINORS

IMPORTANT NOTICE

ALL GUESTS & VISITORS WHO VISIT THE PREMISES OWNED BY THE CONCORD MT. DIABLO TRAIL RIDE ASSOCIATION (REFERRED TO HEREIN AS "PREMISES") MUST SIGN THIS FORM IN ORDER TO BE ON THE PREMISES. THESE PREMISES ARE PRIVATE. IF YOU ARE HERE WITHOUT PERMISSION AND HAVE NOT SIGNED THIS AGREEMENT, YOU ARE TRESPASSING AND WILL BE REQUIRED TO LEAVE IMMEDIATELY. GUESTS ONLY NEED TO SIGN THIS RELEASE ONCE. CMDTRA WILL KEEP IT ON FILE.

1. This Visitor Release and Hold Harmless Agreement for Minors (hereinafter referred to as Agreement) is entered into as of _____, 20__ by _____

_____(Parent Name)
_____(Street Address) _____(City) _____(State)
_____(Zip Code) (hereinafter referred to as Parent) on behalf of _____(Minor's Name) _____(Street Address) _____(City) _____(State)
_____(Zip Code) _____ (hereinafter referred to as Minor) and their heirs, executors, administrators and assigns

(hereinafter referred to as "Minor Parties"), and Concord Mt. Diablo Trail Ride Association, a not for profit California Corporation under 501 (c) 7 doing business at 1600 Trail Ride Road, Clayton, CA 94517, their board members, association members, employees, ranch hands, managers, assistants, independent contractors, agents, residential tenants, representatives, heirs, executors, administrators and assigns (hereinafter collectively referred to as "CMDTRA") (each a "Party" & collectively the "Parties") .

2. Consideration: Parent wishes and has given Minor permission to visit CMDTRA Premises. In consideration, Parent agrees as follows:

3. Parent's Representations and Warranties: Parent warrants the following on behalf of themselves, all other parents of the Minor named herein, all guardians of the Minor named herein, and all assigns and heirs of Parent & Minor (herein referred to as "Minor Parties"):

a. That Minor does not have any physical or mental condition that would prevent Minor from engaging in horse-related activities or from visiting an equine related facility;

b. That horses brought to Premises are current on all of the recommended & routine vaccinations are negative for Coggins, and that the horse(s) hauled-in are free of contagious diseases;

c. That Parent has authority to enter into this Agreement on the behalf of all Minor Parties;

d. That Parent will either be present while Minor is on Premises, or grants CMDTRA the full authority to make safety decisions on behalf of Minor. In the event of injury, Parent gives CMDTRA the full authority to make decisions regarding medical care, including administration of medical care, and will hold CMDTRA harmless for any injury or death that occurs as a result of this care.

e. That Parent agrees that Minor, if horseback riding, will wear riding boots, ASTM certified helmet, & long pants. If CMDTRA personnel observe violations of this section, Parent and Minor understand that they must rectify same immediately or Parent &/or Minor will be asked to leave.

f. That Parent will require Minor to follow any rules posted on Premises. Parent also will require that Minor will follow any instructions or rules given by CMDTRA board members, assistants, employees, independent contractors or other CMDTRA Parties.

4. Risk of Death and Injury to Visitor: Parent on behalf of Minor and Minor Parties, agrees and expressly understands that horseback riding, swimming and related activities are inherently dangerous, including inherent risks which cannot be eliminated. Specific risks include, but are not limited to, minor injuries such as scratches, bruises and sprains, and major injuries such as broken limbs, joint and back injuries, loss of sight, heart attacks, concussions and catastrophic injuries, including drowning, paralysis and death. Parent also understands that horses are unpredictable animals and may occasionally kick, rear, pullback, spook, bolt, or otherwise act in an unpredictable manner. Parent also understands that Premises may contain defects such as uneven footing, holes and depressions, rocks, and other hidden or obvious conditions which may result in injury or death to Minor or Minor's horse(s). Parent, on behalf of Minor and Minor Parties, **expressly assumes all risks** of these conditions, including all personal injury risks and also expressly assumes the risks of engaging in all horses-related activities, swimming activities or any activities at all on Premises, including the risk that CMDTRA may be negligent. Parent, on behalf of Minor and Minor Parties, therefore agrees not to sue, or otherwise bring a claim against CMDTRA in connection with any injury, death or other consequence that occurs on Premises.

a. Parent further agrees and expressly understands that Premises are private and that Minor is to be on Premises by invitation or permission only. Parent further agrees and expressly understands that other activities, such as, but not limited to, swimming, picnicking, camping, walking, hiking, running, playing sports, or any kind of activity done on the Premises carry certain risks due the remote and rural nature of the Premises. Specific risks include, but are not limited to, drowning, falling, breaking, spraining or twisting limbs, wildlife attacks, insect and animal bites, allergic reactions from plant life, bodily injuries of multiple kinds, and catastrophic injuries including death and paralysis. Parent, on behalf of Minor and Minor Parties, **expressly assumes all risks** of these conditions and expressly assumes the risks of being on the Premises, including the risk that CMDTRA may be negligent. Parent, on behalf of Minor and Minor Parties, therefore agrees not to sue, or otherwise bring a claim against CMDTRA in connection with any injury, death or other consequence that occurs on Premises.

5. CMDTRA Rules: Parent agrees to require its Minor Visitor to follow any rules posted on CMDTRA premises. Parent also agrees to require Minor to follow any instructions given by CMDTRA board members, association members, agents, assistants, employees or independent contractors working on behalf of CMDTRA.

6. Risk of Loss to Horse(s): During the time that Minor's or Parent's horse(s), if applicable, is on Premises, Parent, on behalf of Minor and Minor Parties, understands and **expressly assumes the risk** that CMDTRA shall not be liable for any sickness, disease, straying, theft, injury, nor death which might be suffered by the horse(s) Parent/Minor has hauled-in, nor for any other course of action whatsoever arising out of, or being connected in any way with, the presence of said horse(s) on Premises. This includes, but is not limited to, any personal injury or disability the horse(s) might receive while on the Premises or for any injury that said horses may cause to Parent/Minor or to others. Parent fully understands that CMDTRA does not carry insurance on visiting horses, nor are visiting horses covered under any public liability, accidental, injury, theft, or equine mortality insurance, and that all risks connected with visiting Premises with a horse, are to be borne by Parent.

7. Trail Riding and Arena Risks on or Around CMDTRA Premises: Parent hereby acknowledges that riding in arenas and in areas outside riding arenas, such as round pens and pathways are inherently dangerous and carry risks of injury that are an integral part of such activities. Parent, on behalf of Minor and Minor Parties, assumes full responsibility for all such risks, including, but not limited to loss of control, collisions, obstacles, traffic spooks, wild animals, hidden sounds, other rider or horses losing control and so on, whether these be obvious or not obvious, and Parent understands and **expressly assumes such risks**. Parent also assumes the risk that the footing and ground areas where horseback riding is done may contain defects that are inherent in rural and wooded settings such as breaks or holes in trees or ground, plant & tree growth, debris, rocks in paths, uneven footing, rock slides, mudslides, muddy & slippery footing, streams and other hazardous surface or subsurface conditions and obstacles, whether they are obvious or not obvious, man-made or natural. Parent therefore agrees not to sue, or otherwise bring a claim against CMDTRA in connection with any injury, death or other consequence that occurs on Premises as a result of horseback riding. Visitor further understands that animals are unpredictable and that the risk of injury is inherent in any riding activity. Parent agrees to assume all risks of injury or death caused by any horseback riding, whatever the cause.

8. Waiver of Unknown Claims: Parent, on behalf of Minor and Minor Parties, agrees that s/he will defend, indemnify and hold harmless 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, Parent's benefit or for the benefit of Parent's heirs, guardians and assigns or brought by others, against CMDTRA in connection with being on Premises or any action or inaction taken by Visitor, Visitor's family members, agents, heirs or assigns. This extends to all claims of every kind and nature whatsoever, whether known or unknown. Parent, on behalf of Minor and Minor Parties, expressly waives any benefits s/he may have under Section 1542 of the California Civil Code relating to the release of unknown claims. Parent understands that this law contains provisions designed to prevent Parent from waiving unknown claims that existed at the time of waiver, and Parent expressly agrees to waive all rights that Parent might have under this law and related sections. Parent also agrees to hold CMDTRA harmless from any claims resulting from damage or injury caused by his/her horse to anyone or anything and agrees to pay any legal fees, costs, expenses and court costs incurred by CMDTRA in defense of said claims.

10. Risk of Loss to Parents' or Minor's Property: Parent, on behalf of Minor and Minor Parties, understand and expressly assume the risk that any personal property, including but not limited to motor vehicles, trailers, tack, equipment, saddles, blankets, containers or any other personal property, brought to Premises are subject to damage and loss and Parent agrees to hold CMDTRA harmless for such loss and/or damage.

11. Damage to CMDTRA Property: Parent agrees to pay for and/or repair any damage that occurs to CMDTRA property, including but not limited to all personal property, buildings, barns, fences, stalls, pens, structures or vehicles by Parent, its Minor or by Parent's/Minor's horse (s).

12. Entire Agreement: This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter herein. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated into his 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 representation, warranty, 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.

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

14. Binding Arbitration: The Parties mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by 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.

15. Attorney's Fees: In any legal action brought in connection with this Agreement, which includes, but is not limited to a material breach, the prevailing party has the right to collect all reasonable fees, expenses and costs from the breaching party.

16. Governing Law: This Agreement shall be interpreted in accordance with the laws of the State of California. Any dispute concerning this Agreement or any indemnification hereunder shall be adjudicated in the courts of competent jurisdiction of Contra Costa County, State of California.

PARENT'S NAME: _____
Print Name

DATE: _____

SIGNATURE: _____