



**Concord Mt. Diablo Trail Ride Association**  
1600 Trail Ride Road- Box 419, Clayton, CA 94517

**OUTSIDE GROUP & PARTICIPANT RELEASE AND HOLD HARMLESS AGREEMENT**

1. This **OUTSIDE GROUP & PARTICIPANT RELEASE** (hereinafter referred to as Agreement) is entered into as

of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_ (Please Print Name  
of Group Clearly) whose business address is (NO P.O. BOXES):

\_\_\_\_\_ (Street Address)

\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code), its members, participants, agents, employees, managers, independent contractors, volunteers, assistants, heirs, executors, administrators and assigns (hereinafter referred to as Group) 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, (herein referred to as Premises) 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:** Group wishes to visit and participate in activities on Premises privately owned by CMDTRA. In consideration, Group agrees to release, hold harmless and indemnify CMDTRA from all claims as set forth in this Agreement and to abide by the terms and conditions set forth herein.

**3. Group Representations and Warranties:** Group represents the following:

- a. That the Group representative signing this Agreement has authority to enter into this Agreement and to legally bind all of its group members and participants who are on Premises to all of the terms and conditions set forth in this Agreement;
- b. That the Group representative who executes this Agreement has notified all of the Group members and participants who are on Premises that h/she is signing this Agreement on their behalf and that they have given him/her the authority to do so and agree to be bound by the all terms and conditions of this Agreement;
- c. That Group will require all of its group members and participants who are on Premises to follow the CMDTRA rules set forth herein and also, to follow the rules posted on the Premises and further, will obey any instructions given by CMDTRA agents;
- d. That if Group brings horses to Premises, Group warrants that they are current on all of the recommended & routine vaccinations, are negative for Coggins, and are free of contagious diseases;
- e. That Group, in the event of injury to any Group participant, 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;
- f. That Group will allow only its own members to be on Premises and will not allow any of its members to invite guests who are not part of the Group. If such persons are found to be on the Premises by invitation of Group or Group members, Group agrees that they will ask said persons to leave Premises and further, Group understands that said persons are trespassers;
- g. Group acknowledges that there is no lifeguard on duty for the pool on Premises and agrees to provide their own lifeguard.

**4. Assumption of Risks:** Group agrees and expressly understands that activities such as swimming, water sports and related activities and horseback riding including competitions or pleasure riding, and related equine activities are inherently dangerous. Specific risks include, but are not limited to, injuries to persons such as scratches, bruises and sprains, broken limbs, joint and back injuries, and loss of sight, heart attacks, concussions, paralysis, drowning and death. Group also understands that horses are unpredictable animals and will kick, rear, pullback, spook, bolt, or otherwise act in an unpredictable manner. Group also understands that Premises may contain defects such as uneven footing, holes and depressions, rocks, obstacles, traffic spooks, wild animals, sudden sounds, mud slides, other rider or horses losing control and other obvious or not obvious conditions which may result in injury or death to Group participants, to minor children, and to horse(s). Group further expressly understands that other activities, such as, but not limited to, picnicking, camping, walking, hiking, running, playing sports, horse handling, grooming, observation of activities, or any kind of activity done on the Premises carries certain risks. 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, drowning and paralysis. Group expressly assumes all risks of these conditions that may result in severe personal injuries including the risk that CMDTRA may be negligent in certain situations. Group therefore agrees not to sue, or otherwise bring a claim against CMDTRA, in connection with any injury, death or other consequences that occur on Premises. Group also understands and expressly assumes 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 agrees to hold

CMDTRA harmless for such loss and/or damage. Group also understands that CMDTRA shall not be liable for any sickness, disease, straying, theft, injury, or death which might be suffered by any horse(s) brought to Premises by Group. This includes, but is not limited to, any personal injury or disability horse(s) might receive while on the Premises and also applies to any injury that horse(s) may cause to others. Group fully understands that CMDTRA does not carry insurance on any horses, nor are horses covered under any public liability, accidental, injury, theft, or equine mortality insurance, and that all risks connected with any horse(s) being on Premises, are to be borne by Group.

**5. Hold Harmless:** Group agrees that it 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 Group, or brought for Group's benefit or for the benefit of Group's heirs, guardians and assigns, against CMDTRA in connection with being on Premises or any activities on Premises. This extends to all claims of every kind and nature whatsoever, whether known or unknown. Group expressly waives any benefit it may have under Section 1542 of the California Civil Code relating to the release of unknown claims. Group also agrees to hold CMDTRA harmless from any claims resulting from damages or injuries caused by any horses to anyone or anything and agrees to pay any legal fees, costs, expenses and court costs incurred by CMDTRA in defense of said claims.

**6. Rules:** Group and participants agree as follows:

- a. To follow any rules posted on Premises.
- b. To follow any instructions given by CMDTRA board members, association members, agents, assistants, employees or independent contractors working on behalf of CMDTRA.
- c. If horseback riding, Group agrees that it is mandatory to wear safe closed-toed shoes or riding boots, ASTM certified helmets, & long pants. (If CMDTRA personnel observe violations of this section, Group understands that it must rectify same immediately or persons in violation will be asked to leave Premises.)
- d. Group expressly understands that Premises are private and that only persons legally bound by this Agreement are permitted to be on Premises. All others are trespassing.
- e. Group agrees that absolutely NO ALCOHOLIC BEVERAGES are permitted on Premises.
- f. Group agrees that NO ILLEGAL DRUGS are permitted on Premises.
- g. Group agrees that NO SMOKING is allowed on Premises.
- h. Group agrees that NO FIREARMS are permitted on Premises.
- i. Group agrees that NO DOGS are allowed on Premises.
- j. Group agrees to provide its own life jackets and /or flotation devices for minor children or persons who cannot swim, to wear around the pool located on Premises.
- k. Group acknowledges that there is NO LIFEGUARD ON DUTY on Premises and agrees to provide its own lifeguard.

**7. Medical Authorization:** In the event of injury, Group gives CMDTRA the 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.

**8. Group Insurance:** Group agrees to maintain a current and up-to-date liability insurance policy with CMDTRA named as additional insureds with policy limits of at least 1 million per occurrence. Group agrees to provide CMDTRA evidence of said insurance by providing a current Certificate of Liability Insurance prior to coming to Premises.

**9. Special Section for Minors:** I/We, the undersigned parent and or legal guardian (herein Parent) of Minor Child named:

\_\_\_\_\_, (herein referred to as Minor) whose DOB is: \_\_\_\_\_ 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 allowing Minor to participate in activities as set forth in this Agreement on Premises. In consideration, Parent, on behalf of themselves, Minor and all Minor Parties, agrees to release, hold harmless and indemnify CMDTRA from all claims as set forth in this Agreement and further agrees to comply with all terms and conditions and agreements made herein. **MINOR VISITORS WHO HAVE NOT HAD HIS/HER PARENTS/LEGAL GUARDIANS SIGN THIS AGREEMENT AND DO NOT HAVE PERMISSION TO BE ON THE PREMISES WILL BE CONSIDERED TRESPASSERS.**

Parent agrees that he/she is entering into this Agreement on behalf of Minor and on behalf of him/herself and all other parents and or legal guardians, 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, swimming 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.

Medical Insurance Carrier for Minor (required): \_\_\_\_\_ Phone: \_\_\_\_\_

Group or Policy Number: \_\_\_\_\_

Person to Notify in Case of Emergency: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**GROUP DOES HEREBY ACKNOWLEDGE THAT IT HAS READ ALL CLAUSES AND ATTACHMENTS OF THIS AGREEMENT HEREIN, KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

**GROUP/ORGANIZATION NAME:**

\_\_\_\_\_

Print Name

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

FOR: *Concord Mt. Diablo Trail Ride Association*



DATE \_\_\_\_\_

BY: \_\_\_\_\_

Print Name

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

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