

SEBASTOPOL WRANGLERS RELEASE OF LIABILITY

(One form for each adult and/or minor; please print legibly)

PARTICIPANT NAME: _____ Adult or Minor

I acknowledge that horseback riding is a dangerous sport that carries inherent risks of injury and damage to my horse, my property, and myself. I knowingly assume all risks, whether known or unknown, of horseback riding.

I hereby release the Sebastopol Wranglers and the land and business owners/controllers on whose property I participate or any of its agents from all liability for any act of negligence or want of ordinary care on the part of Sebastopol Wranglers and/or any of its agents.

In consideration of my participation in events organized or sponsored by Sebastopol Wranglers, I waive, release and discharge Sebastopol Wranglers, their directors, officers, agents, and members, their representatives, heirs, executors and assigns from any and all claims of liability for injury or damage to myself, my animals, or my property arising out of my participation. This agreement is binding upon my executors, heirs and assigns.

I expressly waive any rights I may have under California Civil Code 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

I agree that I will indemnify and hold harmless Sebastopol Wranglers, their officers, directors, members, and agents against all claims, demands, and causes of action, including court costs, and actual attorney fees, arising from any proceeding or lawsuits brought by or prosecuted for my benefit, in which this release is upheld. Sebastopol Wranglers, its agents or employees shall not be liable for any damages, which may accrue from any cause or as a result of fire, theft, running away, state of health, injury to person, horse or property.

I further acknowledge that participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest SW board member and/or event official(s) immediately; and I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS SEBASTOPOL WRANGLERS, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature: _____ Date: _____

MINORS *DO NOT* SIGN THIS FORM

I, the undersigned parent or guardian of the above participant, in consideration of my minor's participation in events or in the use of Sebastopol Wranglers' real and/or personal property, agree that the terms and conditions of this Release of Liability shall be binding as to damage or injury to my minor, his or her animals, or property arising out of his participation in events, or his or her use of Sebastopol Wranglers' real and/or personal property
I acknowledge that I have read this Release of Liability and understand its' contents.

Parent/Guardian's Name: _____ Parent/Guardian's Signature: _____

Date: _____