

EL DORADO COUNTY FAIR ASSOCIATION HORSE CLUB

Day Pass Liability Release Form

EQUINE RELEASE OF LIABILITY, WAIVER OF CLAIMS EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of agreeing to ride in the **COVID-19 Open Ride Program**.

Express Assumption of Risk Associated with Equine Related Activities.

I, "Participant" do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized in Horse Riding in significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representative's of The El Dorado County Fair Association Company/Organization/Person, including but not limited to operator error.
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environments, objects, persons, or animals.
6. Natural hazards, including but not limited to surface or subsurface conditions.
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.
8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall.
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.
11. Collisions with trees, brush, and other animals or objects.
12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
13. Cold weather and heat related injuries and illness including but not limited to frost nip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
15. Attack by or encounter with insects, reptiles, and/or animals.
16. Accidents or illness occurring in remote places where there are no available medical facilities.
17. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
18. My sense of balance, physical coordination, and ability to follow instructions.

*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in Arena Riding and related activities, I hereby agree, acknowledge and appreciate that:

1. Licensee shall defend, indemnify, and hold the Association, the County, the State and each of them harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries, death of any person, including but not limited to workers, Association or employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Licensee's activities or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State, the Association, Licensee, subcontractor(s) and employee(s) of any of these, except for the active negligence of the County, the State, the Association, or each of them, or officers and employees of either, or as expressly prohibited by statute. This duty of Licensee to indemnify and save the County, the State, the Association, and each of them harmless includes the duties to defend set forth in California Civil Code section 2778.
2. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to Licensee be granted in turn to any person without the written consent of the Association first hand and obtained.
3. The Association reserves the right to cancel at any time, without consequence, due to unforeseen emergencies.

4. Licensee must comply with all State Laws and County and City Ordinances. The Association may terminate this agreement and be relieved of any further performance if Licensee fails to perform and covenant herein contained at the time and in the manner herein provided, which said right shall be cumulative to any other legal right or remedy.
5. The parties hereto agree that the Licensee, any agents and employees of Licensee, in the performance of this agreement, shall act in any independent capacity and not as officers or employees or agents of the Association.
6. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed, or amended, by the Association due to unforeseen circumstances.
7. Time is of the essence of each and all the provisions of this agreement and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
8. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding of any of the parties hereto.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND

ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Temporary Guardian, with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

BY PAYING TO RIDE AND SHOWING UP TO THE FAIRGROUNDS YOU ARE AGREEING YOU HAVE READ THIS FORM IN FULL FOR YOURSELF AND ANY MINORS YOU MAY BE RESPONSIBLE FOR.