



CALIFORNIA STATE HORSEMEN'S ASSOCIATION, INCORPORATED
Release of Liability

Participant _____ Age: _____ (if 17 & under)

Address: _____

City: _____ State: _____ Zip: _____

I the undersigned acknowledge this event carries inherent risks of injury and/or damage to a person, an animal, and/ or property. I knowingly assume all risks, whether known or unknown of these activities.

I hereby agree I will indemnify and hold harmless **California State Horsemen's Association, Incorporated (hereinafter referred to as CSHA)**, and _____ or any of its agents and the land and business owners/controllers on whose property this event is being held from all liability for any act of negligence or want of ordinary care on the part of *CSHA*, and _____ or any of its agents; to include actual attorney fees arising from any proceedings or lawsuits brought by or prosecuted on my behalf.

In consideration of my participation in events organized or sponsored by *CSHA*, and _____ I waive, release and discharge, 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 is binding upon my executors, heirs and assigns.

() I acknowledge that I have read this Release of Liability; know and understand its contents and the rules and requirements for this *CSHA* event.

() I, the undersigned parent or guardian of the above participant in consideration of my minor's attendance/ participation in the event, agree to the terms and conditions of this Release of Liability; and understand the rules and requirements for this *CSHA* event. This shall be binding as to any injury to the minor or his/her animals and/or damage to property arising out of his/her attendance and/or participation in the event.

Signature: _____ Date: _____

If signatory is a parent/guardian complete the following section:

Name: _____

Relationship: _____ phone/ cell # () _____

Address _____

City _____ State _____ Zip _____

RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

I, _____ (**“Participant”**) on behalf of myself, my heirs, personal representative(s) and/or assigns, do hereby acknowledge that I have voluntarily sought to participate in various activities (which may include, without limitation, driving upon, hiking, walking, riding horses and/or other activities (the **“Activities”**) in, on or near the property located in the County of Yolo and in or near the area known as Brooks, California and owned by the Bob J. Murphy and Victoria D. Murphy Trust (the **“Property”**), and I hereby acknowledge and unequivocally state that **(A) I AM AWARE THAT THESE ACTIVITIES IN, ON OR NEAR THE PROPERTY MAY INCLUDE INHERENT RISKS DUE TO BEING OUTDOORS, WHICH INCLUDE NATURALLY OCCURRING HAZARDS SUCH AS UNEVEN TERRAIN, ROCKS, HOLES, WATER, ENCOUNTERING DOMESTIC AND WILD ANIMALS AND OTHER HIDDEN HAZARDS, AND (B) I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES THAT CARRY CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID INJURIES. THE SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I HEREBY UNEQUIVOCALLY STATE THAT:

(1) I have read the previous paragraph and I know, understand and appreciate that these and other risks are inherent to the Activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

(2) I forever release, waive, discharge and covenant not to sue and do hereby forever hold harmless Bob J. Murphy, Victoria D. Murphy and the Bob J. Murphy and Victoria D. Murphy Trust, their family members and their respective heirs, employees, volunteers, agents and representatives or any related parties thereto (the **“Indemnified Parties”), from any and all liability, actions, claims or demands that I, my spouse, assignee(s), heirs, employees, volunteers, agents and representatives now have or may have in the future, for injury, death or property damage or any other cause of action related to the Activities, the condition of the Property or any other matter in any way related thereto (including the negligence of the Indemnified Parties).**

(3) The undersigned further expressly agrees that this Release, Waiver of Liability and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by law of the State of California and that if any portion hereof is held invalid, it is agree that the balance shall, notwithstanding, continue in full force and effect.

I have read this Release, Waiver of Liability and Assumption of Risk Agreement, fully understand its terms and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant (or Guardian if under 18)

Print Name of Participant

Date