

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT – California

READ CAREFULLY BEFORE SIGNING

I agree to this agreement with The National Pony Express Association who is a corporation (hereafter referred to as "**Association**") as a condition for its allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Association's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines, participate in any NPEA equine events, including, but not limited to, the annual Re-Ride, school or group educational presentations, qualifying practice rides or trail rides, parades, special events or historical reenactments and mochila exchanges, by either riding or acting in any capacity as support personnel. (All of these activities, individually and collectively, will be referred to as "**The Activities**" throughout this document.)

NAME (Please print clearly): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESS: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____

Date of Birth: _____

Date of Birth: _____

All parts of this document apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this document.]

IT IS AGREED AS FOLLOWS:

1. I understand that although I am signing this document today, I intend for this document to be valid and binding now and at all times in the future when I engage in any or all of **The Activities** at any location.

2. **Risks and Assumption of Risk.** I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on the land where The Activities take place; and/or collisions with other equines, animals, or objects. ***I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of these risks. I understand that these are just some of the risks, and I agree to assume others that are known and unknown and not described here. I am NOT relying on Association to list all possible equine-related risks in this document, now or in the future.***

INITIAL HERE: _____ 3. **LIABILITY WAIVER AND RELEASE/EXPRESS ASSUMPTION OF RISK.** As lawful consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, and with full knowledge and appreciation of the risks associated with equine activities, **I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/children or legal wards) agree to each of the following:**

(a) I freely and voluntarily agree to assume the risks involved in any aspect of The Activities, and I agree to assume full responsibility for bodily injuries or damages I may sustain when engaging in The Activities at any time and any location, now and in the future;

(b) Association and its respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, volunteers, sponsors, groups and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall **not be liable** for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location, even if caused in whole or in part by the action, inaction, or ordinary negligence of The Released Parties; and

(c) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This document is intended to apply and be binding regardless of whether I am riding, driving, handling, or near equines. In accordance with California law, however, I am not releasing The Released Parties from loss, injury, or damage that is directly caused by Association's gross negligence, reckless misconduct, or willful and wanton misconduct.

INITIAL HERE: _____ 4. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my participation in any of **The Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent. This indemnity and hold harmless agreement shall apply regardless of whether or not the injury, death, or damage incurred by others is caused by the ordinary negligence of **The Released Parties**. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **Association** and/or **The Released Parties**.

5. **ASTM/SEI Helmet/Headgear.** I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. I am NOT relying on **Association** to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. **If I choose to wear a helmet, if I choose not to wear a helmet, and the type of helmet I may wear are my decisions.**

6. **Emergencies.** Person(s) to Contact in Case of Emergency: Name: _____

Phone: _____ Relationship: _____

7. California law applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, **only** that clause will be null and void but the remainder shall stay in full force and effect. This document can **only** be modified in writing and signed by me and the current NPEA California State Division President (on behalf of **Association**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

8. **ALSO, I REPRESENT (please initial and check each box below):**

- _____ I AM AT OR OVER 18 YEARS OF AGE;
- _____ I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT;
- _____ I HAVE READ THIS ENTIRE DOCUMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;
- _____ I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;
- _____ I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT;
- _____ BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/CHILDREN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND
- _____ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

_____ DATE : _____

PRINT NAME HERE: _____ DATE : _____

ACCEPTED BY:
"ASSOCIATION" REPRESENTATIVE (California Division President)

SIGNATURE: _____

DATE: _____