



## **Gold Country Endurance Riders**

**P.O. Box 3412**

**Auburn, CA 95604**

### **AGREEMENT AND LIABILITY RELEASE**

I, \_\_\_\_\_, in consideration of the application, hereby acknowledge that I have voluntarily applied to participate in the Gold Country Endurance Riders (hereinafter referred to as "Club").

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

I hereby release and discharge the Club, it's officers, directors, members, employees, agents, contractors, guests, invitees, and affiliated entities from all actions, claims or demands, that I, my heirs, personal representatives or assigns now have or may hereafter have for personal injuries or property damage resulting from my participating in the Club. I agree that this release includes injury or damage caused in whole or in part by negligence, active or passive, of the Club and its members, employees, landowners, agents, and contracting parties.

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 the Club, its 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

The Club, its agents or employees shall not be liable for any damage or loss which may accrue from any cause such as (but not limited to): fire, theft, running away, state of health, or injury to person, horse or property.

I further understand that this agreement extends to any minor that I have any responsibility for, whether the minor is my child, or I am a legal guardian thereof, or even any minor that I have as my guest in Club events.

**I HAVE CAREFULLY READ THIS AGREEMENT. I UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY AND PROMISE NOT TO SUE OR TO MAKE A CLAIM. I AM AWARE THAT IT IS A CONTRACT BETWEEN MYSELF AND THE GOLD COUNTRY ENDURANCE RIDERS.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_