

MORAGA HORSEMEN

RELEASE OF LIABILITY

For any and all activities from February 1, 2022 to February 1, 2023

PARTICIPANT 1: _____ TELEPHONE: (____) _____

PARTICIPANT 2: _____ TELEPHONE: (____) _____

ADDRESS: _____ CITY: _____ ZIP: _____

I acknowledge 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 the *Moraga Horsemen's Association* (hereinafter referred to as *MHA*) and the *East Bay Municipal Utility District (premises owners)* (hereinafter referred to as *EBMUD*) from all liability for any act of negligence or want of ordinary care on the part of *MHA* and/or *EBMUD* or any of its agents.

In consideration of my participation in events organized or sponsored by *MHA*, I waive, release and discharge *MHA* and *EBMUD* 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 *MHA* and *EBMUD*, 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.

MHA and *EBMUD* its agents or employees shall not be liable for any damage which may occur from any cause or as a result of fire, theft, running away, state of health, injury to person, horse or property.

I acknowledge that I have read this Release of Liability and know and understand its contents.

Signature 1 _____ Date: _____

Signature 2: _____ Date: _____

MINORS *DO NOT SIGN THIS FORM* - PARENT OR LEGAL GUARDIAN MUST COMPLETE THIS SECTION

I, the undersigned parent or guardian of the above participant in consideration of my minor's participation in the event, agree that the terms and conditions of this Release of Liability shall be binding as to damage or injury to my minor, his animals, and property arising, out of his participation in events.

I acknowledge that I have read this Release of Liability and know and understand its contents.

NAME: _____ TELEPHONE: (____) _____

ADDRESS: _____ CITY: _____

SIGNATURE: _____ DATE: _____