

# Central Coast Trailrides

WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. Your signature indicates you (“Rider”) understand it and agree to its terms. By signing this Agreement, you (and on behalf of your minor child, if applicable) are giving up certain legal rights, including the right to sue or recover damages in case of injury, death or property damages, for any reason, including but not limited to, the negligence of Central Coast Trailrides LLC, it’s owner(s), managers, officers, employees and agents (collectively referred to as “CCT”), as well as the owners and operators of private and public lands and facilities upon which you may ride, including but not limited to: California State Parks, U.S. National Parks Service, Nonprofit Organizations & Partner Vineyards and Ranches (collectively referred to as “affiliates”).

I, \_\_\_\_\_, on behalf of myself (and/or my minor child if

[PRINT first and last name]

applicable) desire to ride and handle one or more horses owned or controlled by CCT for recreational purposes (“Riding” or “Riding Activities”). In consideration for doing so, I agree to release and indemnify CCT and certain other parties from all claims as set forth below.

\* \* \* \* \*

(Please mark or initial where indicated to attest that you have read and agree to the terms below)

1) \_\_\_\_\_ : I agree to RIDE AT MY OWN RISK

Rider has been informed and acknowledges that Riding is an inherently dangerous activity. Rider acknowledges that horses, as well as other animals that may be in proximity during the Riding Activities are unpredictable. For example, horses may, without warning or any apparent cause, become spooked by traffic or wild animals, stumble or trip over natural or manmade obstacles, buck, rear, bite, kick, run, jump, make unpredictable movements, step on a person’s feet, push or shove a person. Additionally, saddles or bridles may loosen or break. All of the above may cause the Rider to fall or be jolted, risking serious injury and bodily harm.

2) \_\_\_\_\_ : I understand and assume all risks associated with Trail Riding

Rider understands that riding horses in an open pasture or trail is dangerous. Rider understands that CCT and its affiliates, such as partner vineyards and ranches, California State Parks, U.S. National Parks Service, & any other owners of public and private lands, do not inspect or maintain any trails or paths, and as such, do not make any warranty whatsoever regarding the safety of walking or riding on said trails or paths. Additionally, Rider is informed and aware that Trail Riding involves placing Rider in remote locations where there may be a lack of water or lack of medical care, and subjecting Rider to forces of nature, uneven or dangerous terrain, wildlife, poisonous plants, animals and insects.

3) \_\_\_\_\_ : I voluntarily assume the risks and danger of injury or death from Riding

Rider understands and acknowledges that CCT cannot guarantee Rider's safety. Rider has contemplated the risks prior to undertaking Riding Activities with CCT and has concluded that the risks involved are worth the pleasure of a horseback riding experience.

4) \_\_\_\_\_ : I Release Discharge and Promise not to sue CCT or its Affiliates

Having read and been informed of the dangers of Riding Activities, Rider releases discharges and promises not to sue CCT, doing business under its own name or any other name, its Affiliates, and/or any of their respective owners, managers, officers, employees or agents in order to recover damages in case of injury, death, or property damage.

5) \_\_\_\_\_ : I understand that there is no warranty regarding the animal provided

Rider understands that CCT makes no representation or warranty about the suitability of any CCT animal for use by Rider. Rider agrees to assume the risk that horses provided by CCT may not be suitable or safe for Rider to ride and handle.

6) \_\_\_\_\_ : Grant of Use of Likeness (Photo Release)

I grant permission to Central Coast Trailrides and its subsidiaries and successors to capture and use my or my child's likeness for use in websites, social media, print publications, online publications, and presentations. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

**Rider Representations and Warranties:** In addition to the foregoing, and in consideration for participating in Riding Activities, I assure CCT that I am PHYSICALLY and MENTALLY qualified to participate in the above described Riding Activities and hereby make the following affirmative representations and warranties:

- a. Rider represents that he/she knows the proper use and wearing of safe attire during the Riding or handling of horses and excursions upon wilderness trails, such as boots, gloves, long pants, coat, and helmet, or will make proper inquiries regarding safe attire prior to the start of my Riding Activities. I acknowledge that CCT has no duty to provide such attire to me and agree to hold CCT and its Affiliates harmless from any losses or claims arising from Rider's failure to properly use or wear safe attire.
- b. Rider represents that he/she has no medical condition(s) or complication(s), including but not limited to, pregnancy, epileptic seizures, allergies, heart condition, or any other medical problem, that could be affected by Riding Activities or could put Rider or others at increased risk. Rider agrees to hold CCT and its Affiliates harmless from any losses or claims arising due to Rider's physical or mental condition or delay of medical treatment, and agrees to indemnify CCT and its Affiliates for any claims on behalf of any other person or entity as a result of such conditions or delays of treatment.
- c. Rider agrees to carefully follow all instructions given to Rider by CCT regarding horse behavior and handling, as well as the use of tack and other equipment. Rider acknowledges that instructions provided are to help prevent injuries and/or death, or to ensure Rider(s) remain in compliance with applicable laws or the rules and regulations of the owners and operators of the

locations the Riding Activities are taking place. Rider agrees to hold CCT and its Affiliates harmless from any losses or claims arising from Rider's failure to follow instructions.

- d. Rider agrees to reimburse CCT and its Affiliates for any property damage incurred or caused by Rider

**Helmet Policy:** CCT has safety helmets available for all Riders, and recommends that all Riders wear an ASTM-SEI approved protective helmet fastened securely under the chin while riding or being near horses. I understand and acknowledge that should I decline to wear a protective helmet, I do so against the advice of CCT and assume the increased injury risks associated with failing to wear protective attire. Helmets for minors are required. I further understand and acknowledge that minor children may take their protective gear off without being instructed to do so and I am responsible for ensuring my minor child continues to wear his/her protective helmet for the duration of the Riding Activities with CCT.

**Rider's Indemnification Agreement:** Rider agrees to defend, indemnify, and hold CCT and its Affiliates harmless against all claims, demands, and causes of action, including court costs and attorney's fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for the benefit of Rider, or brought by others in connection with any action or inaction taken by Rider.

**Waiver of Unknown Claims:** Rider expressly waives any rights that the Rider might otherwise have with regard to unknown claims. For the purpose of this section, "claims" shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusive, all claims arising in connection with this Agreement.

**Severability:** Rider agrees that if any portion of this Agreement or the application thereof to any person or circumstances be determined to be invalid, the validity of the remaining parts, terms and provisions shall not be affected thereby.

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I have read this entire WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT. I understand it is a promise not to sue CCT or its Affiliates for damages in case of injury, death or property damages.

This Agreement is being entered into as of \_\_\_\_\_, 20\_\_\_\_\_

Rider's Signature: \_\_\_\_\_

Rider's Address: \_\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Height: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Name

Phone Number

## Minor Child Information & Release

(If you request a minor child to participate in Riding Activities with CCT, the minor child's parent or guardian must read this Agreement and fill out the following section):

Name of Child(s): \_\_\_\_\_ D.O.B(s): \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

(1) Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Height: \_\_\_\_\_ (2) Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Height: \_\_\_\_\_

Emergency contact for child: \_\_\_\_\_

Name

Phone Number

I attest that I am the parent or guardian of the above identified child, and have the power of consent on their behalf.

I have read the foregoing WAIVER OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT and after reading and understanding those terms, hereby agree to those terms on behalf of my minor child by signing below.

By signing below, I agree to defend, indemnify, and hold CCT and its Affiliates harmless against any claim brought by any person or entity on behalf of the above identified child

Parent/Guardian: \_\_\_\_\_

Signature

Date

