

**Release of Liability**

I acknowledge that horseback riding, activities/events involving horses and/or cattle, is a sport which carries inherent risks and damage to myself, my horse, and property. I knowingly assume all risks, whether known or unknown, of horseback riding and activities/events involving horses and/or cattle.

I hereby release the Merced Horsemen's Association (hereinafter referred to as MHA), its members, directors, and/or officers, or any other organization or person responsible for sponsoring or in any way involved in any event that I may participate in from all liability for any act of negligence or want of ordinary care on the part of MHA or any of its agents. In consideration of my participation in events organized or sponsored by MHA, I wave, release and discharge MHA, 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 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, their directors, officers, members, and agents against all claims, demands, and causes of action, including court costs and actual attorney fees, arising from any proceedings or lawsuits brought by or prosecuted for my benefit, in which this release is upheld.

MHA, its agents or employees shall not be liable for any damage which may accrue 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.

I hereby consent that MHA may use images of those listed on this membership/Release of Liability for publicity/marketing and may use images on social media and or MHA website without remuneration.

Member Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Member Signature: \_\_\_\_\_

Member Name: \_\_\_\_\_

Member Signature: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_ Date: \_\_\_\_\_

**MINORS DO NOT SIGN THIS FORM**

**PARENTS OR LEGAL GUARDIAN MUST COMPLETE THIS SECTION**

I, the undersigned parent or guardian of the minor 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(s) of Minor: \_\_\_\_\_

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

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

