

FIREWORKS 2021 LIABILITY RELEASE

FIREWORKS ENDURANCE RIDE – August 28, 2021

WAIVER, RELEASE & INDEMNITY AGREEMENT, ENDURANCE HORSE RIDING

For and in consideration of permitting the Undersigned to participate in the Fireworks Endurance Ride on Saturday, August 28, 2021 on the premises of the City of Santa Cruz, UCSC campus and California State Parks, herein after referred to as the Horseback Ride, the Undersigned hereby voluntarily releases, discharges, waives and relinquishes the Santa Cruz County Horsemen’s Association and its officers, agents and volunteers, owners of private properties, the Quicksilver Endurance Riders, Inc and its officers, agents and volunteers, The Regents of the University of California its officers, agents, employees and volunteers, the City and County of Santa Cruz, and California State Parks from any and all rights, claims, demands, causes of action and damages the Undersigned now or in the future may have of any kind, now existent or which become existent in the future, whether the same be now known or unknown, and whether the same be now anticipated or unanticipated, resulting from personal injuries, animal injuries, death or property damage occurring to the Undersigned as a result of participating in the Horseback Ride and any activity(s) incidental thereto whenever and wherever the same may occur, and the Undersigned does for himself/herself, his/her heirs, assigns, executors and administrators expressly understands and assumes the risk of such damage and/or injury, death, theft and/or fire. Furthermore, should emergency medical or other treatment be required, I understand that I, and/or my own accident/medical insurance company shall pay for all incurred expenses, including medical insurance deductibles.

The Undersigned agrees that under no circumstances will he/she or his/ her heirs, assigns, executors and/or administrators, present any claim for personal injury, animal injuries, property damage or wrongful death the Santa Cruz County Horsemen’s Association and its officers, agents and volunteers, the Quicksilver Endurance Riders, Inc and its officers, agents and volunteers, The Regents of the University of California its officers, agents, employees and volunteers, the City and County of Santa Cruz, and California State Parks based on non-willful conduct.

The Undersigned expressly waives all rights conferred by California Civil Code Section 1542 which states that " A general release does not extend to any 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 must have materially affected his settlement the debtor." IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT, TO EXPRESSLY ASSUME THE RISK OF AND TO EXEMPT AND THE SANTA CRUZ COUNTY HORSEMEN’S ASSOCIATION AND ITS OFFICERS, AGENTS AND VOLUNTEERS, THE QUICKSILVER ENDURANCE RIDERS, INC AND ITS OFFICERS, AGENTS AND VOLUNTEERS, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, THE CITY AND COUNTY OF SANTA CRUZ, AND CALIFORNIA STATE PARKS, FROM ANY AND ALL LIABILITY FOR MY PERSONAL INJURY, ANIMAL INJURY, PROPERTY DAMAGE (INCLUDING LOSS OF USE) OR WRONGFUL DEATH CAUSED BY THEIR NON-WILLFUL CONDUCTION, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, THAT IS IN ANY WAY RELATED TO HORSE RIDING AND ANY ACTIVITY RELATED THERETO.

The Undersigned, for myself, my heirs, executors, administrators and assigns, agrees that in the event any claim for my personal injuries, property damage and/or wrongful death, and/or any cross-complaint for indemnity and or contribution arising there from, shall be prosecuted against the Santa Cruz County Horsemen’s Association and its officers, agents and volunteers, the Quicksilver Endurance Riders, Inc and its officers, agents and volunteers, The Regents of the University of California its officers, agents, employees and volunteers, the City and County of Santa Cruz, and California State Parks or any other person or entity released herein, caused by their non-willful conduct, including negligence, due to or arising out of my participation in the activities set for the above and/or related activities that I will fully defend, indemnify & hold harmless said parties released herein from any and all such claims, judgments and causes of action by whomever & wherever made. The Undersigned acknowledges that he/she has read, understands and agrees to the foregoing three paragraphs, is an experienced horse rider and understands the risks, is aware of and hereby assumes all of the potential dangers and risks involved in or incidental to engaging in endurance horse riding, including, but not limited to the risk of severe injury or death due to being thrown from or falling from a horse, stepped on by a horse or horses, colliding with other rider’s horses, or other buildings, fences or objects on the premises and/or co-participant negligence or other misconduct and lack of readily available medical care and treatment, and is fully aware of the legal consequence of signing this instrument. **I have read and agree to this Liability Release in its entirety and know and understand its contents, including important limitations of legal liability.**

Signature of Participant

Print Name

Date

Emergency Contact Name _____ Phone number _____