

GENERAL RELEASE OF LIABILITY FOR MOUNTED SHOOTING AND RELATED ACTIVITIES 2012

Since the use of firearms and/or horses can be dangerous, all shooters and people entering the area assume all risk by signing this release.

I, _____, hereby acknowledge that I have voluntarily applied to participate in the sport of "mounted shooting", and assume the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury and physical harm to horse, rider and spectator. I acknowledge that horse related activities are dangerous and that horses themselves have unpredictable temperaments which can sometimes cause injury.

As lawful consideration of being permitted to enter upon the premises upon which this event is conducted and of being permitted to participate in these activities or otherwise use the facilities, I KNOWINGLY ASSUME THE UNAVOIDABLE RISKS INHERENT IN ALL MOUNTED SHOOTING-RELATED ACTIVITIES, WHETHER KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO BODILY INJURY TO HORSE, RIDER AND SPECTATOR, AND PROPERTY DAMAGE, AND AGREE TO THE FOLLOWING ON BEHALF OF MYSELF AND MY SPOUSE AND FAMILY, IF ANY:

1. **I HEREBY RELEASE, WAIVE AND DISCHARGE AND CONVENANT TO NOT SUE, MAKE A CLAIM AGAINST THE PROPERTY OF OR OTHERWISE PROSECUTE THE OWNERS OF THE FACILITY USED FOR COMPETITIONS OR ACTIVITIES, THE CALIFORNIA RANGE RIDERS, STEVE HOLLAND, THEIR AGENTS, EMPLOYEES, MEMBERS OR REPRESENTATIVES (KNOWN COLLECTIVELY AS "RELEASEES") FROM ALL ACTIONS, CLAIMS OR DAMAGE RESULTING FROM MY PARTICIPATION IN ANY EQUINE RELATED ACTIVITIES, INCLUDING, BUT NOT LIMITED TO RIDING, TRAINING, PARTICIPATION, USE OF FIREARMS, WHETHER CAUSED FROM THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEES OR OTHERWISE WHILE THE UNDERSIGNED IS PARTICIPATING IN OR OBSERVING THE SPORTING OR RELATED ACTIVITIES ON THE PREMISES OF THE HOFFMAN'S ARENA, 11342 Merced Ave, Turlock, Ca 95380**
2. I also expressly waive any rights that 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 her/his favor at the time of executing the release, which if known by her/him must have materially affect her settlement with her/his debtor."
3. I agree that I will DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASES AGAINST ALL CLAIMS DEMANDS, AND CAUSES OF ACTIONS, INCLUDING COURT COSTS AND ACTUAL ATTORNEY'S FEES, ARISING FROM ANY PROCEEDING OR LAWSUIT BROUGHT AGAINST THEM DUE TO ANY ACT DONE BY ME OR MY HORSE(S) OR FIREARM(S) OR GUESTS, OR BROUGHT BY ME OR FOR MY BENEFIT, ARISING FROM PARTICIPATION IN ANY EQUESTRIAN OR FIREARM RELATED ACTIVITIES ON THE AFOREMENTIONED PREMISES. IF ANY LAWSUIT IS BROUGHT AGAINST THE RELEASEES, I AGREE THAT ALL PROCEEDINGS MUST TAKE PLACE IN THE COUNTY OF SANTA CLARA.
4. This agreement is binding on my executors, heirs and assigns. It contains the entire agreement among the parties. It shall be construed, enforced with and governed by the laws of the State of California.
5. The undersigned warrants that the following statements are true and correct and understands that RELEASEES have relied on them in accepting this release, waiver and indemnity agreement and in giving the undersigned permission to participate in and/or observe the sporting and other activities being conducted by RELEASEES.
 - A.) The undersigned is aware that the participation in or the observation of the sport of mounted shooting with loaded firearms, equestrian handling for the events and related activities is a hazardous activity. The undersigned does voluntarily participate in or observe these activities with the knowledge and appreciation of the danger involved, the undersigned agrees to accept any and all risk of property damage, personal injury, or death.
 - B.) The undersigned gives consent to whatever medical care might be provided or available on the premises and further agrees to conform and comply with all the rules and regulations applicable to the event.
 - C.) If the undersigned is under the age of 18, then a parent signature is also required.
 - D.) The undersigned understands that one signature is valid for the calendar year of association activities.
6. **I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT CAREFULLY AND COMPLETELY, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND "RELEASEES", AND I SIGN IT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENTS HAVE BEEN MADE, AND THAT I RELY ON NONE. THIS RELEASE IS EFFECTIVE UNTIL REVOKED IN WRITING BY ME.**

Date: _____

Signature: _____ / _____
Guardian

Please print the following:

Name: _____

Address: _____

Telephone: _____

Insurance: _____

Physician: _____ Phone: _____

Veterinarian: _____ Phone: _____