

REER McKay Tract
Release of Liability

MEMBER NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

EMAIL: _____

I acknowledge that horseback riding is a sport, which carries inherent risks of injury and damage to my horse, my property and myself. I knowingly assume all risks and responsibilities, whether known or unknown, of horseback riding.

I, hereby, release the Redwood Empire Endurance Riders, hereinafter referred to as REER, and Green Diamond Resource Company and their affiliates, hereinafter referred to as Green Diamond or lesser, from all liability from any act of negligence or want to ordinary care on the part of REER and/or Green Diamond or any of its agents.

In consideration of my participation in events or activities organized or sponsored by REER, I waive, release and discharge REER and Green Diamond, 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: general release does not extend to claims which the creditor does not know or suspect 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 REER and Green Diamond, the officers, directors, members and agents against any claims, demands and causes of action including court costs and actual attorney fees, arising from any proceeding or lawsuit brought by or prosecuted for my benefit, in which the release is upheld.

REER and Green Diamond, its agents, members or employees shall not be liable for any damage, which may accrue from cause or as a result of fire, theft, running away, state health, injury to person, horse or property. I furthermore accept all responsibility for actions or inactions or the acts of any one or any animal within my control, which may cause injury, damage or harm to person, horse or property.

I acknowledge that I have read this RELEASE OF LIABILITY and know and understand its contents.

SIGNATURE: _____ DATE: _____

FOR MINOR RIDERS, PARENT OR GUARDIAN MUST COMPLETE THE FOLLOWING SECTION:

I, the undersigned parent or guardian of the above named participant, in consideration of my minor child's participation in the event or activity that the terms and conditions of the RELEASE OF LIABILITY shall be binding as to damage or injury to my minor child, his animals and property arising out of the participation in events or activities, and as to damage, injury or harm to other persons, animals or property arising from my minor child's actions or inaction.

PARENT/GUARDIAN NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ CELL PHONE: _____

SIGNATURE: _____ DATE: _____