





## Nevada County Horsemen, Inc. [NCHI]

### Release of Liability Agreement

I am aware that participating in NCHI involves the risk of injury to my person, and property. I voluntarily accept all risk of personal injury (including permanent disability or death) and property damage arising from my attendance, and participation in NCHI.

As lawful consideration for being permitted to participate in NCHI, I hereby agree that I, my heir, personal representatives as assigns will not make a claim against, or sue NCHI, its officers, directors, members, employees, agents, invitees, or affiliated entities for any injury or damage from the negligence or other acts, however caused, of NCHI, their employees, officers, directors, members, agents, contractors, guests, invitees, etc.

In addition, I hereby release and discharge NCHI, Its officers, directors, members, employees, agents, contractors, guests, invitees, and affiliated entities from all actions, claims, or demands, including court costs and actual attorney's fees, that I, my heirs, personal representatives or assign now have or may hereafter have for personal injuries or property damage resulting from my participating in NCHI. I agree that this release includes injury to damage caused in whole or in part by negligence, active or passive, to the NCHI and its members, employees, landowners, agents and contracting parties.

I also expressly waive any rights I may have under California Civil Code Sec. 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 must have materially affected his settlement with the debtor."

I understand that it is the sole responsibility of the participant to carry full and complete insurance coverage of his/her horse or mule, personal property and him/herself. I acknowledge that I have been advised to wear protective headgear and hard-soled boots with a heel.

I represent and acknowledge that I currently have no ailments, physical or mental conditions or previously known physical or mental conditions that would or could be adversely affected by my participation in NCHI. I further represent that my horse or mule is free from contagious or transmittable disease or infection.

**I HAVE CAREFULLY READ THIS AGREEMENT. I UNDERSTAND THAT IT IS A COMPLETE RELEASE OF ALL LIABILITY AND A PROMISE NOT TO SUE OR TO MAKE CLAIM AGAINST NCHI. I AM AWARE THAT IT IS A CONTRACT BETWEEN NCHI AND MYSELF.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_