

RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK

Revised 2024

I acknowledge that I have voluntarily agreed to participate in equid rides or other activities organized by or with the Los Viajeros Riding Club. I AM AWARE THAT SUCH ACTIVITIES INVOLVING/INCLUDING EQUIDS CAN BE DANGEROUS AND HAZARDOUS AND I VOLUNTARILY ASSUME THE RISK OF ANY AND ALL INJURIES (INCLUDING DEATH AND/OR DISMEMBERMENT) ARISING FROM INVOLVEMENT IN ANY ACTIVITIES WITH THE LOS VIAJEROS RIDING CLUB.

In addition to the risks inherent in equestrian activities under normal circumstances, I acknowledge an additional risk of illness during the COVID-19 pandemic. I could contract COVID-19 or other diseases such as the flu that could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death.

In consideration for permission to participate in activities organized by or with the Los Viajeros Riding Club, I forever release Los Viajeros Riding Club, its Board of Directors, agents, officers, employees, members and participants in a given activity, next of kin, spouses, partners, and representatives from any and all claims or causes of action, known or unknown, arising out of negligence, breach of contract, breach of warranty, dangerous condition of property, strict product liability, property damage or loss, or any other legal theory or claim. This release is binding on my heirs, executors and assigns.

I expressly waive any rights I have under California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released." Effective January 1, 2019.

I further agree to defend, indemnify and hold harmless the Los Viajeros Riding Club, and its agents, officers and Board of Directors, from any claim or claims, suits, costs or expenses of any kind which arises out of or is in any way related to my participation in activities with the Los Viajeros Riding Club. This obligation to defend binds my heirs, assigns and personal representative in the event of my death or incapacity.

I certify that I have adequate medical and liability insurance to cover any injury or damage I may cause or suffer while participating.

I further certify that I have no medical, physical or emotional conditions which could interfere with my safety in this activity, or the safety of others, else I am willing to assume and bear the costs of all risks that may be created directly or indirectly, by any such condition.

I acknowledge that I have carefully read this Release of Liability and Express Assumption of Risk and that I fully understand its content. I am aware that I am waiving any right to assert a claim against those who are released for any injury or loss that arises out of my participation in any activity with the Los Viajeros Riding Club.

Name (Print): _____

Signature: _____

Date: _____