

COME RIDE WITH US!

NORTH AMERICAN TRAIL RIDE CONFERENCE (NATRC) SANCTIONED RIDE
CONCORD MT. DIABLO SPRING RIDE
LEISURE RIDE DIVISION ONLY
(Maximum number of riders: 25)

SATURDAY, MAY 4, 2024

Join us on the second annual North American Trail Ride Conference (NATRC) Leisure Division Ride to be held at the Concord Mt. Diablo Trail Ride Association (CMDTRA). This ride is an introductory ride with the purpose of introducing the rider to the sport of competitive trail riding. It also gives experienced NATRC riders an opportunity for a “leisurely” ride. It is one of the most beautiful rides you will have this Spring!

This is a competition ride sanctioned by NATRC and conducted under their rules. The ride will consist of fire roads and single track trails and some hill climbs. The length of the ride will be between 8-12 miles. The pace is an approx. average of 3 - 4.5 miles per hour. Horses may compete with boots or hoof or leg protection. There is a possibility of small water crossings. There will be P&R checks and obstacles that will be judged. An NATRC approved judge will observe and evaluate the horse and rider as a team.

This ride offers you the ability to check in and out the same day, although we encourage you to camp overnight on Friday and/or Saturday and ride the trails on Sunday on your own or join us, CMDTRA, for a non-NATRC guided pleasure ride at 9:00am. Camp opens at 3:00 pm on Friday. Camp host is Larry Sterling, (510) 323-5566. Camping and stabling will not be judged, but overnight stabling will be evaluated for safety. There is an additional charge of \$15 per night per horse (non-riders \$5/night) to stay overnight. The Rider check-in will start at 8:00 Saturday morning and the ride will be completed by mid-afternoon. There will be a rider briefing prior to hitting the trail. Bring your own snacks for the trail on Saturday. A light snack will be provided in the clubhouse after the ride. For Saturday night dinner, the club will fire up the BBQ. You bring meat for the BBQ (or purchase a hamburger) and the rest of your dinner for yourself, or join the potluck by bringing a dish to share with others as well. Meat and/or potluck dishes may be stored in the clubhouse refrigerator as long as they are labeled with your name and phone number.

Attn: Juniors! This year, a contribution of **\$25.00 towards the \$50.00 Entry Fee for each junior** will be made by the **Diablo Equestrian Heritage Association (DEHA)**. DEHA is a non-profit organization that supports educational events about the heritage of the horse in the Diablo area. The \$25.00 dollar entry fee for juniors on the entry form reflects 50% off the \$50.00 entry fee (DEHA will pay the other \$25.00 of the entry fee directly to CMDTRA on behalf of each junior). If you'd like to thank DEHA for supporting your introduction to the sport of competitive trail riding, write to them at PO Box 42, Clayton, CA 94517 or email diabloequestrianheritage@gmail.com.

SUGGESTED ITEMS TO BRING: Manure fork, heavy duty garbage bags, horse blankets, buckets, saddle, bridle, halter, lead ropes, hay, fly spray/bug repellent, sponge, leather punch, grooming articles, hoof picks, watch, alarm clock, knife, rain gear, pencil/pen, flashlight and batteries, personal toiletries, camping gear, water bottle, drinking water, lunch/trail snacks for ride. Don't forget fix-it materials like duct tape and first aid supplies.

SEND ENTRY FORMS TO: You may register on line via RMS (automated system) at <http://rms.natrc.net> / or use the enclosed/attached ride entry form and mail it to: NATRC Ride Secretary, Post Office Box 506, Clayton, CA 94517. Make sure the NATRC Rider liability waiver form, the California liability waiver form and the CMDTRA liability waiver form are signed and mailed along with the entry, and enclose your check made payable to CMDTRA for the full amount.

Awards: First through sixth Place awards for Experienced, Adult and Junior class Horse-Rider teams. See NATRC Rule Book 4 A 4 e. Certificates awarded for 1st through 6th places for Experienced, Adult and Junior Horse-Rider Teams

Contact us:

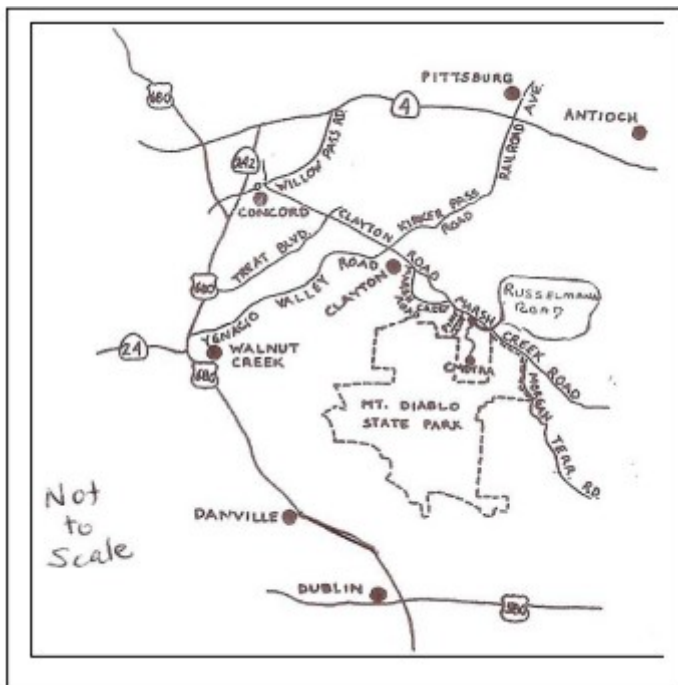
Ride Co-Chairs: Elaine Baker 925-698-2466; ms_ebaker@yahoo.com **OR**
Valerie Sterling 925-260-3173 valeriesterling12@gmail.com

Ride Secretary: Jessie Simons 925-524-9637; jessiesimons4@aol.com

Camp Host: Larry Sterling (510) 323-5566

GENERAL INFORMATION: Hay or other feed is not available for purchase. All minors under 18 years of age must be accompanied by an adult in camp. Riders 12 and under must ride with an adult sponsor or a junior sponsor 13 or older with more than 250 NATRC miles, with a limit of two per sponsor. ALL RIDERS ARE ENCOURAGED TO WEAR HELMETS. JUNIORS ARE REQUIRED TO WEAR ASTM/SEI, SNELL OR APPROVED EQUESTRIAN HELMET AT ALL TIMES WHILE MOUNTED (1) IN CAMP, (2) ON THE TRAIL, OR (3) ON CMDTRA PROPERTY. ABSOLUTELY NO SMOKING ON THE TRAILS.

- A saddle is required but no restrictions as to type.
- It is our recommendation that your horse be shod or wear hoof protection. Some trails are rocky. There are no shoeing restrictions for the Leisure Division ride.
- Stabling must follow NATRC rules. Most riders tie to a trailer or use overhead ties. If you are camping overnight with us, a pipe stall may or may not be available for you to use depending on soil moisture level. Camping and stabling will not be judged but will be evaluated for safety.
- Stallions must be ridden by adults only, must be well-mannered and stationary double tied when tied.
- Bring tools to clean around your stabling area. Use the clear manure bag(s) provided for your use in gathering up manure, and put the bag into or next to the designated truck/trailer. Do not scatter manure in the bushes! We won't have Sumo wrestlers available, so please do not to make the bags of manure too heavy!
- Horse water is provided in camp. Potable water available in the clubhouse (kitchen faucet—bring your own bottle)
- NO OPEN FIRES ANYWHERE
- Dogs must be on leash; no loose or noisy dogs. Riders with noisy or loose dogs will be asked to leave the ride. Dogs are not allowed on the trails, in the clubhouse or the pool area, in official management areas or at P&R stops. See www.natrc.org/download.php?code=DOG_POLICY CMDTRA dog policy also applies.
- Shower and toilet facilities available at pool house facilities. Porta-potties in camping areas.
- Immunizations for ALL HORSES MUST BE CURRENT. Out of state horses must have a health certificate and negative Coggins certificate (within 6 mos.) • There will be an on-call veterinarian, however, there is no guarantee that they will be available at any given time. We will try to have a farrier on call.
- Camping is available at \$15.00 per horse per night (\$5 per non-riders per night) - **Please contact Ride Chair Elaine Baker if special arrangements need to be negotiated to allow for you to attend Vicki Boicelli's Celebration of Life. (Sunday night camping \$0, horse sitting, carpool ride)**
- Those camping can bring meat for the BBQ and the rest of their dinner or a side dish/dessert to share.
- Bar Service: [No outside alcohol permitted inside clubhouse]



If your entry is downloaded from the Region 1 Website, please be sure to include the California, and the NATRC Rider Liability Waivers as well as the CMDTRA liability waiver form.

YOU ARE RESPONSIBLE FOR KNOWING NATRC RULES.

https://www.natrc.org/download.php?file_id=9862

VIOLATORS WILL BE ASKED TO LEAVE

680 Southbound: Treat Blvd exit, turn left at end of off-ramp and then immediate left onto Treat Blvd. Continue on Treat 4 miles to Clayton Rd. Right onto Clayton Rd. See additional directions below.

680 Northbound: Treat Blvd. exit, turn right at end of off-ramp onto Treat Blvd. In approx. 4 miles, turn right onto Clayton Rd. See additional directions below.

Hwy 4: Harbor/Railroad Ave exit, go south on Railroad (it becomes Kirker Pass Rd, which has a very steep incline—Use Willow Pass Rd to Clayton Rd. to avoid steep incline). Turn left onto Clayton Rd. See additional directions below.

From all directions above as you travel southeast on Clayton Rd, you will pass through two intersections named Marsh Creek Rd - do not turn on either one. As you pass Diablo Middle School, Clayton Rd becomes Marsh Creek Rd. Continue on Marsh Creek Rd., go one mile past Regency Rd (the last stoplight leaving Clayton). Turn right onto Russelmann Rd, also called Russelmann Park Rd, a “T” intersection with a sign saying “CMDTRA.” (If you reach Rodie’s Feed or Morgan Territory Rd, you went too far - turn around, go back approx 1.2 miles to Russelmann).

Westbound on Marsh Creek Road: Turn left onto Russelmann Road, also called Russelmann Park Rd, a “T” intersection approx 1.2 miles past Morgan Territory Road. If you reach Pine Ln, you went too far - turn around and go back approx. ½ mile. See addt’l directions above. Follow the ribbons up the mountain. Drive very slowly over both cattleguards. Russelmann becomes Trail Ride Rd. as you enter CMDTRA grounds. Turn right at the “clubhouse” sign and follow ribbons and signs to the designated parking areas.

The Concord Mt. Diablo Trail Ride Association
welcomes you to the
2024 Concord Mt. Diablo Spring Ride
Leisure Division

Friday Schedule

3:00 PM—8:00 PM Riders have the option to arrive and camp overnight, corrals available (weather permitting). Please no arrivals before 3:00pm.

Saturday Schedule

6:00 AM Camp opens. Riders should arrive with time to unload, tie-up, and settle horses in.

8:00 AM All riders check in with Ride Secretary at the clubhouse

8:30 AM Rider Briefing - all riders attend to hear specifics about the trails markings, timing, and judging criteria

9:00 AM In-hand presentation to the judge, horse unsaddled

TACK UP YOUR HORSE IMMEDIATELY FOLLOWING YOUR IN-HAND PRESENTATION.

10:30 AM Riders begin the ride, one horse timed out every 30 seconds

2:00 PM Approximate time for riders to return from ride; cool down and untack horse

2:30 PM Report to judge for in-hand presentation to check horses. Horses will be presented in the order in which they returned from the ride. Horses must be presented unsaddled.

3:45 PM Enjoy some snacks in the clubhouse following the ride as you await the Awards Ceremony

4:30 PM Awards Ceremony

6:00 PM Club BBQ dinner;. Hamburgers will be available for purchase (\$5), CMDTRA members will provide side dishes (although you are welcome to contribute a side to the potluck, meat and potluck dishes can be stored in the clubhouse refrigerator while you ride provided they are labeled with your name and phone number) Cash-only bar will be open at 6pm.

6:00-8:00 PM Live music entertainment

Sunday Schedule

9:00 AM For those camping over, join CMDTRA for a short pleasure ride on the mountain led by Valerie and/or Larry Sterling.

This is a CMDTRA event, not a NATRC event.

1:00 PM Celebration of Life for longtime NATRC member Vicki Boicelli

For those who stay for this gathering, we can arrange to have your horses watched while you attend. Please make sure you camp in the Upper Arena or consider leaving your horse in one of our temporary corrals down below. If needed, carpooling can be arranged for those who choose not to disconnect truck from trailer. Contact Ride Chair Elaine Baker to make arrangements (ms_ebaker@yahoo.com text: 925-698-2466)

Concord Mt. Diablo Spring Ride

NATRC Leisure Division Ride Entry Form

Saturday, May 4, 2024

Rider Name	Cell Phone	Email Address	
Address	City	State	Zip
Emergency Contact	Relationship	Emergency Contact Phone	
Current NATRC Member?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Is this your first NATRC Ride?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Horse Name _____	Breed _____	Reg# _____	
Age _____	Color _____	Height _____	Weight _____ Sex _____ (M/G/S)
Name of Owner if different than rider: _____			
Signature of Owner if different than rider: _____			

Fees must be submitted with entry. Fee includes NATRC fees, California drug testing fees (now \$14), judge's expenses, insurance fees, park permits, etc.

Experienced Rider Entry Fee (See NATRC Rule Book 4 A 4 e)	(\$70.00) \$ _____
Adult Rider Entry Fee	(\$70.00) \$ _____
Junior Rider Entry Fee (under 18 years old) (see below re: 50% fee reduction)	(\$25.00) \$ _____
Distance Only (DO)	(\$50.00) \$ _____
*NATRC non-member fee if applicable	(\$10.00) \$ _____
Friday night camping (optional)	(\$15.00) \$ _____
Saturday night camping (optional)	(\$15.00) \$ _____
Non-rider camping fee (\$5 per person per night)	\$ _____
*LATE Entry fee (see below) * For entries received on or after 4/27 and before 5/4	(\$15.00) \$ _____
*SAME DAY Registration Fee (see below) * This fee is in addition to Late Fee above	(\$15.00) \$ _____
TOTAL Amount Enclosed:	\$ _____

Make check payable to: **CMDTRA**

Mail check for payment in full and be sure to include: entry form, NATRC Rider Liability waiver, California Liability waiver, CMDTRA Liability waiver.

Mail to: NATRC Ride Secretary, PO Box 506, Clayton, CA 94517

CANCELLATION POLICY: ENTRIES MUST BE RECEIVED BY 4/26. Entries received after 4/26 and before 5/4 must include a \$15.00 late fee. Same day registration (entries received at the ride on 5/4) must include an additional \$15.00 fee due to the additional problems caused by such a late entry. If you cancel for any reason, all but a \$10 administrative fee will be refunded for cancellations received by 5/1.

No show; no refund after 5/1 (** If there is a documented medical emergency for either horse or rider, contact management to apply for an exception to the refund rules- physician/DVM written letter will be required) If ride is cancelled, all but a \$10 administrative fee will be refunded.

Attention Juniors! This year a contribution of \$25.00 towards the \$50.00 Entry Fee of each junior rider is being paid by the Diablo Equestrian Heritage Association (DEHA) to CMDTRA to support junior riders by subsidizing half their entry fee. DEHA is a non-profit organization that supports educational events about heritage of the horse in the Diablo area.

NORTH AMERICAN TRAIL RIDE CONFERENCE

www.natrc.org, natrc@natrc.org, 402-806-8708



RIDER LIABILITY WAIVER

The following must be signed and dated for entry to be valid:

"I WISH to enter and participate in the _____ Competitive Trail Ride, to be held at _____ on _____ (date)". "I HAVE READ the rules, conditions, and regulations of the event and will comply with them. I AGREE to abide by the rules of the North American Trail Ride Conference and the aforementioned ride. I UNDERSTAND that competitive riding is a high risk activity, which involves being in remote areas for extended periods of time, far from communications, transportation, and medical facilities; that these areas have many natural and/or man made hazards which ride management cannot anticipate, identify, modify, or eliminate; that horses can be excitable, difficult to control and unpredictable; that personal belongings can be damaged, lost, or stolen, and that accidents can happen to anyone at any time.

I AGREE to assume all risks associated with my participation in this activity, and I accept full responsibility for myself and the animal I am riding. As a condition precedent to my being allowed to participate in this activity, I agree that I WILL NOT SUE OR BRING ANY CLAIM AGAINST THE NORTH AMERICAN TRAIL RIDE CONFERENCE, ITS DIRECTORS AND/OR OFFICERS, RIDE MANAGEMENT, RIDE PERSONNEL, VOLUNTEERS, PROPERTY OWNERS WHERE EVENT TAKES PLACE, AND/OR ANY OTHER INDIVIDUAL MEMBERS THEREOF, (HEREAFTER REFERRED TO AS "THE RELEASED PARTIES") FOR ANY INJURY, ACCIDENT, DEATH AND/OR LOSS OF ANY KIND WHICH ARISES OUT OF THIS EVENT, AND WILL INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ALL LIABILITY FOR SUCH INJURY, ACCIDENT, DEATH OR LOSS, EVEN IF SUCH INJURY, ACCIDENT, DEATH AND/OR LOSS ARISES FROM THE ALLEGED NEGLIGENCE OF THE RELEASED PARTIES. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS STATE'S EQUINE ACTIVITY LIABILITY ACT WARNING (IF APPLICABLE), A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN. I HEREBY CERTIFY THAT MY HORSE IS NOT UNDER THE INFLUENCE OF MEDICATION AND WILL NOT BE TREATED WITH OR GIVEN ANY MEDICATION PROHIBITED BY NATRC™ RULES. I HEREBY GIVE PERMISSION TO THE NORTH AMERICAN TRAIL RIDE CONFERENCE OR THEIR DULY APPOINTED AGENT, TO TAKE ANY APPROPRIATE ACTION DEEMED NECESSARY TO CHECK FOR POSSIBLE ADMINISTRATION OF DRUGS TO MY HORSE."

Junior riders must wear an ASTM/SEI, Snell, or approved equal equestrian riding helmet at all times while mounted.

To the extent any dispute arises out of this agreement, the parties agree to submit said dispute to binding arbitration before a neutral arbitrator mutually selected by the parties, said arbitration to be conducted in accordance with the Rules of the American Arbitration Association. All such arbitrations shall be held in the county or district where NATRC National headquarters are located. If the prevailing party, NATRC shall be allowed to recover all costs and expenses incurred, including attorney's fees and costs. "MY SIGNATURE BELOW CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS. I HAVE READ AND UNDERSTOOD THIS LIABILITY RELEASE AND BINDING ARBITRATION CLAUSE."

Name of Rider/Participant (print) Signature of Rider/Participant Date

Signature of Parent(s) or Legal Guardian(s) who consent to Junior Rider/participant working and/or riding in Competition. Signature of at least one parent or legal guardian is required while the signature of both parents or legal guardians is preferred.

Parent/Legal Guardian 1 (print) Signature of Parent/Legal Guardian 1 Date

Parent/Legal Guardian 2 (print) Signature of Parent/Legal Guardian 2 Date

Name of Junior Rider/ Participant Birthdate

Name of adult responsible for Junior Phone

Owner of Equine, if different from rider (print) Signature of the equine owner Phone

LIABILITY WAIVER

CALIFORNIA

I acknowledge that I have noted the following WARNING which will also be posted at the ride sign-in location:

“WARNING: Equine activities are inherently dangerous. You are assuming the risk of injury or death by participating in this activity. NATRC will not be liable for the injury to or death of a volunteer or participant in this activity.”

I also acknowledge the following:

I waive all liability of NATRC and its affiliates for any loss, injury or damage which arises from the “inherent risks” of an equine activity.

“Inherent risks of an equine activity” also means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

- (a) Propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- (b) The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, person, or other animals;
- (c) Hazards, including, but not limited to, surface or subsurface conditions;
- (d) A collision with another equine, another animal, a person, or an object;
- (e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

Name of Rider/Participant (print)	Signature of Rider/Participant	Date
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Signature of Parent(s) or Legal Guardian(s) who consent to Junior Rider/participant working and/or riding in Competition. Signature of at least one parent or legal guardian is required while the signature of both parents or legal guardians is preferred.

Parent/Legal Guardian 1 (print)	Signature of Parent/Legal Guardian 1	Date
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Parent/Legal Guardian 2 (print)	Signature of Parent/Legal Guardian 2	Date
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Name of Junior Rider/ Participant	Birthdate
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Name of adult responsible for Junior	Phone
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Owner of Equine, if different from rider (print)	Signature of the equine owner	Phone
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Concord Mt. Diablo Trail Ride Association

RELEASE & HOLD HARMLESS AGREEMENT FOR GUESTS

ALL GUESTS WHO VISIT THE PREMISES LOCATED AT 1600 Trail Ride Road, Clayton, CA 94517 (REFERRED TO HEREIN AS "PREMISES") MUST SIGN THIS FORM IN ORDER TO BE ON THE PREMISES. THESE PREMISES ARE PRIVATE. IF YOU ARE HERE WITHOUT PERMISSION AND HAVE NOT SIGNED THIS AGREEMENT, YOU ARE TRESPASSING AND WILL BE REQUIRED TO LEAVE IMMEDIATELY. AFTER SIGNING THIS RELEASE ONCE, WE WILL KEEP IT ON FILE.

1. This Release and Hold Harmless Agreement for Guests (herein "Agreement") is entered into on _____ (date)

by _____ residing at _____
(Please Print Name Clearly-Fill in Parent Name if Guest is a Minor)
(Street Address-No PO Boxes please)

(City) _____ (State) _____ (Zip Code) _____, their heirs, executors, administrators, assigns, (hereinafter referred to as Guest) and Concord Mt. Diablo Trail Ride Association, a not for profit California Corporation under 501 (c) 7 doing business at 1600 Trail Ride Road, Clayton, CA 94517, ("Premises") their board members, association members, employees, ranch hands, managers, assistants, independent contractors, agents, residential tenants, representatives, heirs, executors, administrators and assigns (hereinafter collectively referred to as "CMDTRA") (each a "Party" & collectively the "Parties").

2. **Consideration:** Guest wishes to visit or has been invited to Premises privately owed or managed by CMDTRA and will be engaging in various activities, including but not limited to equestrian activities. In consideration, Guest agrees to release, hold harmless and indemnify CMDTRA from all claims as set forth in this Agreement and agrees to all terms set forth herein.

3. **Limitation Of Liability and Assumption Of Risk:**

By signing below, Guest releases CMDTRA of all liability in connection with any injury sustained as a result of Guest's activities on or around any horses and for any other activity occurring on Premises including but not limited to swimming, hiking, and sports of any kind. Guest also acknowledges that horseback riding and horse handling is an inherently risky activity and hereby releases CMDTRA from any liability for injury, damage, or loss to Guest or Guest's equipment. Guest understands that visitation to an equestrian property is inherently risky and assumes the risk of being on Premises. Guest understands that CMDTRA is not responsible for any accidents, personal injuries of any type, damages, or loss to Guest or to Guest's personal property, in conjunction with being on Premises or in conjunction with horse activity and other activity of any kind. Guest expressly understands that horseback riding, training, instruction, clinics, shows and related activities are inherently dangerous, including inherent risks which cannot be eliminated. Guest hereby asserts that her/his participation in this Agreement and any activity whatsoever on Premises is completely voluntary and Guest expressly assumes all such risks, all risks of injury of any kind, including death and all risks of injury, loss or damage to Guest's personal property of any kind, including loss, damage or injury to Guest's horse(s), if any. Guest agrees to use best judgment to always take safety first into consideration while riding a horse. Guest further acknowledges that CMDTRA cannot be responsible for certain occurrences and elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, water; wild and domestic animals, insects, and reptiles which may walk, run, fly near, bite, or sting a horse; irregular footing on outdoor, or indoor groomed or wild land, all of which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape. Guest promises not to sue or bring a claim of any kind for any personal injuries sustained or any damages to personal property sustained, including loss, damage or injury to Guest's horse(s), (if any) as a result of such natural occurrences. Guest also fully understands that CMDTRA does not carry insurance on Guest's horses, nor are Guest's horses covered under any public liability, accidental, injury, theft, or equine mortality insurance, and that all risks connected with being on Premises with a horse, are to be borne by the Guest. If Guest's horse(s) injure any other persons, other animals or damage any property on Premises, Guest understands that they are responsible for any claims arising there from and will also defend, indemnify and hold harmless CMDTRA from any such claims.

4. **Indemnity and Waiver of Unknown Claims:** Guest agrees that s/he will defend, indemnify and hold harmless CMDTRA against all claims, demands, liabilities, and causes of action including court costs, expenses and attorney's fees, directly or indirectly arising from any action or other proceeding brought by, or prosecuted for, Guest's benefit or for the benefit of Guest's heirs, guardians and assigns or brought by others, against CMDTRA in connection with being on Premises or any action or inaction taken by Guest, Guest's family members, agents, heirs or assigns. This extends to all claims of every kind and nature whatsoever, whether known or unknown. Guest expressly waives any benefits s/he may have under Section 1542 of the California Civil Code relating to the release of unknown claims. Guest understands that this law contains provisions designed to prevent Guest from waiving unknown claims that existed at the time of waiver, and Guest expressly agrees to waive all rights that Guest might have under this law and related sections

5. **Damage to Premises:** Guest agrees to pay for and/or repair any damage that occurs to Premises, including but not limited to all personal property, buildings, barns, fences, stalls, pens, structures or vehicles caused by Guest or by Guest's horse (s).

6. **Rules:** Guest agrees to follow any rules or signs posted on Premises. Guest also agrees to follow any instructions given by CMDTRA or their agents, assistants, employees or independent contractors working on behalf of CMDTRA.

7. **Attire and Helmet Use:** Guest, if horseback riding, agrees to wear appropriate riding attire and CMDTRA strongly recommends wearing an ASTM certified helmet. CMDTRA does not permit riding without an ASTM approved safety helmet for minors under age 18. No exceptions. Violators will be subject to a fine of \$ 150.00 if observed violating this requirement for the first offense. For a second offense, violators will be subject to expulsion from CMDTRA and from its premises without the possibility of re-admittance.

8. **Adult Helmet Waiver:** CMDTRA strongly encourages and suggests all riders to wear an ASTM approved safety helmet at all times while riding a horse. If an adult Guest fully chooses to ignore this suggestion, despite an increased chance that this choice may result in severe serious injuries, paralysis or death, Guest does so with FULL assumption of the risk and agrees on behalf of themselves and on behalf of all its agents, representatives, heirs, executors, administrators and assigns to never sue or otherwise bring a claim of any kind for personal injuries. Such injuries include, but are not limited to, grave traumatic brain injuries, cracking and crushing of Guest's skull, full or partial

paralysis, death and many more possible injuries too numerous to list. Further, all of the defense, indemnification and hold harmless provisions herein set forth in clause 4 fully apply to Guest when making this helmet waiver choice. Guest, by initialing here acknowledges that they are fully aware of all of these serious risks, that they fully understand such risks and the suggestions made herein, including risks that are unknown, but have the potential to occur when riding without helmet protection, and has decided to ride without a helmet nonetheless. **REQUIRED GUEST INITIALS:** _____

9. **Guest Representations and Warranties:** Guest warrants the following:

- a. Guest does not have any physical/mental conditions that would prevent them from engaging in horse-related activities or from visiting an equestrian and facility;
- b. That horses, if any, brought to Premises are current on all of the recommended & routine vaccinations are negative for Coggins, and that the horse(s) brought in by Guest are free of contagious diseases;
- c. That Guest has authority to enter into this Agreement;
- d. That Guest, in the event of injury, gives CMDTRA the authority to make decisions regarding medical care, including administration of medical care, and will defend, indemnify and hold CMDTRA harmless for any injury or death that occurs as a result of this care.

10. **For Guests who are Minors:** (Skip to #11 if no minor involved) MINOR'S WHO HAVE NOT HAD HIS/HER PARENTS/LEGAL GUARDIANS SIGN THIS AGREEMENT **DO NOT** HAVE PERMISSION TO BE ON THE PREMISES, ARE TRESPASSING AND MUST LEAVE.

I/We, the undersigned parent and/ or legal guardian (hereinafter Parent) of Minor Child named: _____

_____, (herein referred to as Minor) on behalf of ourselves, the minor child named herein and his/her other parents, legal guardians, heirs, executors, administrators and assigns (hereinafter referred to collectively as "Minor Parties") is/are allowing Minor to participate in activities as set forth in this Agreement and be on Premises. Parent, on behalf of themselves, Minor and all Minor Parties, agree to release, hold harmless and indemnify CMDTRA from all claims as set forth in this Agreement, promise not to sue CMDTRA for any injuries to Minor, including death and further agree to comply with all terms and conditions and agreements made herein. Parent further agrees that he/she is entering into this Agreement on behalf of Minor, on behalf of him/herself and on behalf of all other parents, legal guardians, and Minor Parties that he/she has the authority to do so and that all terms and conditions of this Agreement apply to his/her Minor child. Parent agrees to have a supervising adult on Premises responsible for said Minor at all times. Parent further warrants that said Minor does not have any physical or mental conditions that would prevent Minor from engaging in horseback riding and its attendant activities. Parent agrees that he/she will require the above mentioned Minor to wear appropriate attire as set forth herein, including the required helmet rule. Parent further warrants that he/she has, and will maintain, current health and accident insurance policies covering said Minor.

Signature of Parent/Legal Guardian: _____

11. **Entire Agreement:** This Agreement constitutes an integration of the entire understanding and agreement of the Parties. Any representations, warranties, promises, or conditions, written or oral, not specifically in this Agreement shall not be binding on any of the Parties, and each of the Parties acknowledges that it has not relied, in entering into this Agreement, on any representations, warranties, promises, or conditions not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

12. **Severability:** if any provision of this Agreement is determined to be illegal or unenforceable, such shall not affect the validity or enforceability of the remaining provisions, all of which shall remain in full force and effect.

13. **Binding Arbitration:** Guest agrees that with regard to any and all claims or disputes arising in connection with this Agreement, they shall be handled as follows: a) For all matters, including those within the limits for a Small Claims Court case, the Parties agree to make their best efforts to resolve any disputes informally by mutual and respectful discussions as a first step; b) Should these informal discussions fail, then the Parties agree to try a mediation process before an impartial mediator acceptable to both Parties. This applies to Small Claims matters as well as matters that exceed Small Claims' jurisdiction. Costs of same will be paid for by both Parties equally; c) If mediation efforts fail for matters valued within the limits set forth for Small Claims Court actions, then either Party can proceed to file a Small Claims action; d) For disputes or claims that have not been resolved by either 13a. or 13b. and that also exceed the jurisdictional amount allowed in Small Claims matters, all Parties agree to have the claim or dispute decided by BINDING arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules and under California law. Said arbitration shall take place in Contra Costa County, California. Parties agree and acknowledge that this process relinquishes their right to a jury trial and Parties agree to the use of binding arbitration in its stead.

14. **Attorney's Fees:** In any legal action brought in connection with this Agreement, including Arbitration, which includes, but is not limited to a material breach, the prevailing party has the right to collect all reasonable fees, expenses and costs from the breaching party.

15. **Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of California and any dispute concerning this Agreement, or any indemnification hereunder, shall also be interpreted in accordance with the laws of the State of California, County of Contra Costa.

GUEST'S NAME: _____

Date: _____

Print Name

PLEASE NOTE: (IF GUEST IS A MINOR UNDER 18, PARENT OR LEGAL GUARDIAN MUST SIGN AND FILL IN NUMBER 10 ABOVE)

SIGNATURE _____