

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RAMONA OUTDOOR COMMUNITY CENTER, RAMONA CHAMBER OF COMMERCE, RAMONA MUNICIPAL WATER DISTRICT, ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS ("THE RELEASEES").**

I, \_\_\_\_\_ on behalf of myself (and/or my minor child) \_\_\_\_\_  
[Print First and Last Name] [Print Child's First and Last Name]

which reside at \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
[Street Address] [City] [State] [Zip Code]

For and in consideration of Ramona Municipal Water District ("RMWD"), Ramona Chamber of Commerce ("RCC"), and Ramona Outdoor Community Center ("ROCC") allowing me, the undersigned, and/or my minor child(ren), to attend and/or participate in any capacity (including as a rider, driver, handler, lessee, owner, agent, coach, official, trainer, attendee, observer, or volunteer) at an event or activity at ROCC; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree to be bound by and abide by the rules, regulations, and policies of RMWD, RCC, and ROCC, as amended from time to time.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian or livestock handling/showmanship and know that horseback riding and related equestrian/livestock activities are inherently dangerous, and that participation in, attendance at, and/or observation of equestrian/livestock events/activities involve risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses and animals; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of RMWD, RCC, and ROCC; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the RMWD/RCC/ROCC activities/events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my attendance and/or participation in any RMWD/RCC/ROCC activities/events. I also agree to be responsible for any injury or damage caused by me (and/or my minor child(ren)), my horse, my livestock, my employees or contractors under my direction and control at any activity or event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my (and/or my minor child(ren)) attendance and/or participation in any RMWD/RCC/ROCC activity/event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: ROCC, RCC, RMWD, including but not limited to, its directors, officers, employees, volunteers, and agents, event/activity participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the event/activity owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any RMWD/ROCC/RCC activity/event; and any charity or other beneficiary which may benefit from the RMWD/RCC/ROCC activity/event (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my (and/or my minor child(ren)) participation in or attendance at the RMWD/RCC/ROCC activity/event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.**

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) attendance and/or participation in any RMWD/RCC/ROCC activity/event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

PARTICIPANT SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

PARENT/LEGAL GUARDIAN SIGNATURE (required if attendee/participant is under the age of 18): \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_