



# Indemnity and Release Agreement Coarsegold Rodeo Grounds

## Coarsegold Stampede 501 (C)(3)



Whereas, the undersigned (herein "User") wishes to use certain Coarsegold Rodeo Grounds facilities or property, located at 44777 Rodeo Grounds Lane, Coarsegold, California for activities related to equestrian riding and exercising or any combination of related activities in conjunction with the Coarsegold Rodeo Grounds as generally described; however, User understands that this agreement broadly applies (as discussed below) to any end and all property damages or injuries that arise from general use of the Coarsegold Rodeo Grounds or any use of any of the facilities and/or property.

Whereas, User wishes to use the Coarsegold Rodeo Grounds facilities and/or property, including (but not limited to) its recreational facilities.

Whereas, Coarsegold Rodeo Grounds and User acknowledge that such use of recreational facilities and engaging in recreational activities or otherwise engaging in activities associated with such recreational endeavors may result in accidents, injuries to the User, injuries to third parties and/or property damage.

Whereas, Coarsegold Rodeo Grounds does not monitor, control, supervise, or otherwise participate in (in any manner whatsoever) such recreational activities, and will not be responsible for the User's safety or the safety of the User's property in any respect;

Whereas, the Coarsegold Rodeo Grounds would not allow User to use its property or otherwise engage in such recreational activities if it would result in potential liability or any responsibility whatsoever from the Coarsegold Rodeo Grounds to the User or any third party in any way as a result of the User's activities;

Whereas, the User recognizes that there are dangers and risks of injury and/or property damage to him/her and to third parties as a result of engaging in recreational activities, but wishes to engage in such activities and assume such risks;

**IT IS HEREBY UNDERSTOOD AND AGREED THAT:** 1. User agrees to assume all known and unknown risks of engaging in any and all activities, recreational or otherwise, on Coarsegold Rodeo Grounds property and releases Coarsegold Rodeo Grounds and its agents, employers, and or members, from any and all known and unknown, suspected or unsuspected, liabilities, claims, rights of action, and for causes of actions which the User or User's agents, employees, family members, students, club members, may assert against Coarsegold Rodeo Grounds;

2. User also agrees to release and forever discharge and to save, indemnify, defend and hold harmless the Coarsegold Rodeo Grounds and its agents, employees, and members (including paying its attorney's fees of counsel of its reasonable choice, and any/all of its litigation expenses and costs) from and against any and all, known and unknown, suspected and unsuspected liabilities, claims, rights of action, causes of action, judgements and/or demands arising out of and/or related to any property damage or personal injuries, including but not limited to physical, mental, emotional and/or psychological injuries and/or illnesses, disorders and trauma of any type whatsoever, including but not limited to death and all property damages incurred by the User or any third party arising out of User's (including but not limited to User's agents, employees, family members, students, children, club members) use of or acts or omissions while on Coarsegold Rodeo Grounds property, using Coarsegold Rodeo Grounds property or facilities, or which causes harm to or on Coarsegold Rodeo Grounds property to any person or property thereon;

3. User expressly waives any and all rights and or claims under Section 1542 of the California Civil Code, which provides: "A general release, which if known by him or her must have materially affected his or her settlement with the debtor."

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\* If the signature above is by a consenting parent or guardian, please print name of minor\*\*\*\*\*

Name of Minor: \_\_\_\_\_