

# PLUMAS-SIERRA COUNTY FAIR HORSE ARENA USE AGREEMENT RELEASE, ASSUMPTION OF RISK, WAIVER & INDEMNIFICATION

*This document waives important legal rights. Read it carefully, before signing.*

In consideration for my use of the Plumas-Sierra County Fair Horse Arena (the "Arena"), I will do the following:

I AGREE to defend, indemnify and hold harmless the Plumas-Sierra County Fair (the "Fair"), Plumas County, Sierra County and the State of California, their officers, agents, servants and employees from and against any liability, claim, loss or expense (including reasonable attorneys' fees) arising out of any bodily injury or damage to property, including but not limited to loss of property, goods, wares or merchandise, which is caused by, arises from or is in any way connected with my use of the Arena and the use of any Fair Facilities, excepting only that caused by the sole active negligence of the Fair. The Fair shall not be responsible for accidents or losses that may occur to any of the horse arena users at the Fair. The Arena user (or parent or guardian of a minor) is responsible for any injury or damage resulting from the Arena user's use of the Arena or Fair Facilities. This includes any injury to others or to the property of other users of the Facilities.

## RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, \_\_\_\_\_ ("User"), acknowledge that I have voluntarily applied to participate in the following activities at the Plumas-Sierra County Fair (the "Fair"):

### EQUESTRIAN RELATED ACTIVITIES AT THE PLUMAS-SIERRA COUNTY FAIR HORSE ARENA

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: \_\_\_\_\_  
Parent or Guardian's initials (if under 18): \_\_\_\_\_

As consideration for being permitted by the Fair, the State of California ("State"), the Counties of Plumas and Sierra (the "Counties"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, I forever release the Fair, the State, the Counties, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTIES, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

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RELEASE, ASSUMPTION OF RISK, WAIVER & INDEMNIFICATION**

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I have read the Rules about protective equipment and I understand that I am entitled to wear protective equipment without penalty, and I acknowledge that the Competition strongly encourages me to do so while WARNING that no protective equipment can guard against all injuries.

If I am the parent or guardian of a Arena user, I consent to the child's participation and AGREE to all of the above provisions and AGREE to assume all of the obligation of this Release on the child's behalf.

I represent that I have the requisite abilities to safely use the Horse Arena.

BY SIGNING BELOW I AGREE to be bound by all applicable rules, terms and provisions of this form.

\_\_\_\_\_  
User's Printed Name

\_\_\_\_\_  
User's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian Printed Name

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date