

**CLEMENTS BUCKAROOS, INC.  
PO BOX 237, CLEMENTS, CA 95227**

**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

<b>Name:</b>	<b>Phone #:</b>	
<b>Street Address:</b>	<b>City:</b>	<b>Zip:</b>
<b>Mailing Address (if different than above):</b>	<b>Email:</b>	
<b>Emergency Contact:</b>	<b>Phone #:</b>	

***Important Note: This form must be completed by EACH person/family member.***

**DEFINITIONS**

“Equine Activity” means (a) competitions, practices, play-days, schooling shows, etc., that involve any breed and discipline of equines including, but not limited to, rodeos, cattle penning/sorting/cutting, roping, barrel racing, horseback riding and western games; (b) equine training or teaching activities; (c) boarding equines; (d) riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; and (e) other equine activities of any type however informal.

“Directly Engages in an Equine Activity” means a person who rides or is a passenger upon an equine, whether mounted or un-mounted.

“Spectator” means any person in the vicinity of an Equine Activity whether watching the activities or simply in the area.

“Participant” means any person, whether amateur or professional, who directly engages in an Equine Activity.

**DESCRIPTION OF RISKS**

The above named individual understands that there are risks inherent in dealing with horses, cattle and equine related activities. Some of the inherent risks include, but are not limited to, the following:

1. The propensity of an equine to behave in ways that may result in injury, death or loss to persons on or around the equine.
2. The unpredictability of an equine and cattle’s reaction to sounds, sudden movements, unfamiliar objects, persons or other animals.
3. That there may be hazards including, but not limited to, surface or subsurface conditions.
4. The possibility of a collision with another equine, another animal, a person or an object.
5. 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.

Participants and spectators further understand examples of equine related activities taking place at the Clements Arena include, but are not limited to: horseback riding, cattle work, ranch obstacle course, gymkhana events, barrel racing, rodeo, schooling shows, and the likes.

## ACKNOWLEDGEMENT OF RISK

### BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE ON BEHALF OF YOURSELF AND/OR YOUR CHILD AND INDEMNIFY ANY PARTY IN THE EVENT YOU/YOUR CHILD BRINGS LEGAL ACTION

In consideration of receiving permission to enter upon from time to time the property located at 19813 East Highway 88 in Clements, CA, San Joaquin County, also known as "Gillies Field" ("Premises") and in further consideration of receiving permission either as a rider or a spectator or in any other capacity to participate in any equine activities whatsoever on the Premises.

I, the undersigned, have read and understand, and freely and voluntarily enter into this Release, Waiver and Indemnification Agreement ("Agreement") with the Clements Buckaroos, Inc. ("Buckaroos"), understanding that this release and hold harmless agreement is a waiver of any and all liabilities.

I understand that there are risks inherent in dealing with equines and cattle. I understand the potential dangers that could incur while mounting, riding, walking, feeding said horse, including, but not limited to, any interactions with other horses, dogs and cattle. Understanding those risks, I hereby release the Buckaroos and anyone else directly or indirectly connected with the Buckaroos from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse, or be a spectator at the Premises.

I understand, recognize and warrant that this Agreement is being voluntarily and intentionally signed and agreed to.

I acknowledge that I have read the above and hereby indemnify and hold harmless the Buckaroos from any liability arising from negligence, accident, injury, theft, or damages to myself and/or my representatives, all equipment and property, and all animals under my jurisdiction. This Agreement shall continue for each and every visit to the property. Any and all medical expenses incurred due to any type of accident are the responsibility of the undersigned.

I have been given sufficient amount of time to read, understand, and ask questions, if any, concerning this Agreement. The terms of this Agreement shall be construed as the entire Agreement and may not be altered, amended or modified except in writing and signed by both parties. The terms of this Agreement shall be governed by the laws of the State of California.

**MINORS:** The undersigned declares that they are the parent or legal guardian of the Minor named below. The undersigned has read the foregoing Agreement and in consideration of the Buckaroos allowing such Minor entry onto the Premises and/or allowing such Minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained herein shall apply to such Minor and shall be binding on the undersigned and the Minor.

Signature: \_\_\_\_\_ Executed on this date: \_\_\_\_\_

If signing for a Minor, parent or legal guardian for: \_\_\_\_\_