



This Liability Release and Hold Harmless Agreement is being entered into as of _____, 2006, by Two Horse Enterprises of PO Box 15517, Fremont, California 94539 ("Two Horse"), and _____ (name) of _____ (street address), _____ (city), _____ (state) _____ (zip) ("Participant").

1. **Purpose of Agreement.** Participant would like to participate in a horse camping trip organized by Two Horse at Euer Valley Ranch (the "Camping Trip"), and accordingly, Participant agrees to hold Two Horse and certain other parties harmless in connection with the Camping Trip pursuant to the terms of this Agreement.

2. **Hold Harmless Agreement.**

2.1. **Participant's Representations and Warranties.** Participant makes each of the following representations and warranties:

- (a) Participant and Participant's horse(s) have the requisite knowledge, skill and experience to safely participate in the Camping Trip, which includes, among other activities, self-guided trail rides through rugged, varied terrain.
- (b) Participant has the requisite knowledge, skill, experience and equipment to safely contain and care for Participant's horse(s) in a group camp setting during the Camping Trip.
- (c) Neither Participant nor Participant's horse(s) have any health conditions that may prevent them from safely participating in the Camping Trip.
- (d) Participant is solely responsible for providing all tack, camping gear, equipment and horse feed that Participant and/or Participant's horse(s) may require or desire to participate in the Camping Trip activities.
- (e) Participant must attend the trail etiquette and safety discussion sponsored by Two Horse, currently scheduled for August 13, 2006.
- (f) If Participant chooses to bring one or more dogs to the Camping Trip, Participant must keep such dog(s) under Participant's control at all times and prevent such dog(s) from spooking horses, excessive barking or otherwise being a nuisance or danger to other Camping Trip participants.
- (g) Before using any corral on the Euer Valley Ranch premises, Participant will inspect such corral to determine if such corral is suitable and safe to contain Participant's horse(s). Participant assumes all responsibility for such determination.

2.2. **Participant's Hold Harmless Agreement.** Participant understands that all horse-related activities are inherently dangerous, and Participant expressly assumes the risks associated with participating in all Camping Trip activities, including the risk that Two Horse, Euer Valley Ranch, The Trail Rider Magazine, West Coast Equine Insurance Services, The Bay Area Equestrian Network, The Southern California Equestrian Network, The Southeast Equestrian Network, Kinder's Custom Meats, Inc., Bonnie Davis, John Euer, and/or their respective owners, employees, contractors, sponsors, agents, heirs, successors or assigns (collectively, the "Camping Trip Parties") may be negligent. In particular, Participant understands that the Euer Valley Ranch, where many Camping Trip activities will take place, is at high elevation and consists of rugged, varied terrain, and the trails may include obstacles such as running water, logs, and rocks. Participant understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Participant, Participant's horse(s) or others. As part of the Camping Trip activities, Participant, Participant's horse(s) and/or Participant's dog(s) may encounter loose cattle and dogs as well as other domestic and wild animals. Personal property on the Euer Valley Ranch premises, including tack, horse trailers and vehicles, is subject to theft, damage or loss, and Participant assumes all responsibility for safeguarding and insuring Participant's personal property during all Camping Trip activities. Accordingly, Participant agrees upon behalf of Participant, Participant's heirs, guardians and legal representatives, not to sue the Camping Trip Parties or otherwise make a claim against the Camping Trip Parties in connection with any injury, death or loss occurring in connection with any Camping Trip activities.

2.3. **Participant's Indemnification Agreement.** Participant agrees to defend, indemnify and hold the Camping Trip Parties harmless against all claims, demands, and causes of action, including court costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for Participant's benefit or brought by others in connection with any action or inaction taken by Participant, Participant's horse(s) and/or Participant's dog(s).

2.4. **Waiver of Unknown Claims.** Participant has read and understands the following provision of Section 1542 of the California Civil Code:



"A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor."

For the purpose of this Section, "claims" shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this Agreement. **After reviewing these provisions of California Civil Code Section 1542, Participant agrees to waive all rights that Participant might otherwise have under Section 1542.**

3. **Entire Agreement.** This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.
4. **Governing Law and Venue.** This agreement shall be governed by the laws of California. The parties hereby agree that any legal action under the Agreement must be brought in Alameda County, California.
5. **Attorneys' Fees and Other Expenses.** In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this Section 5, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.
6. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Participant:

Signed: _____

Name (printed): _____