

TRI VALLEY TRAILBLAZERS 2018

Membership Application/Release and Hold Harmless Agreement

Memberships:

<input type="checkbox"/> Single* - \$50 - <u>One</u> vote (must be 18 years or older)	<input type="checkbox"/> Family* - \$55 - <u>One</u> vote (must be 18 years or older)	<input type="checkbox"/> Family* - \$60 - <u>Two</u> votes (must be 18 years or older)
---	---	--

***First-time memberships, first year only - Dues are 50% after June 1. New Members must complete and acknowledge reading the *Tri Valley Trailblazers Bylaws*, read and initial the **Safety Policy and Rider Rules** and know and understand their contents.** These documents are available online for viewing or printing at <http://www.trivalleytrailblazers.com>. New Membership is not complete without reading, initialing and submitting the Safety Policy and Rider Rules with the completed Membership Application/Release and Hold Harmless Agreement along with a check, payable to Tri Valley Trailblazers, to the Membership Officer.

Voting Member (1st): _____ DOB: _____
(mm/dd)

E-Mail (1st): _____ Cell: () _____

Street: _____

City: _____ State: _____ Zip: _____

Home or Main Ph#:() _____ Cell: () Work#: () _____

Member Health Ins. Co.: _____

2nd Voting Member: _____ DOB: _____

E-Mail (2nd): _____ Cell: () _____

Emergency Contact Information:		
Name	Relationship	Phone Number
	()	

List other non-voting family members who will be participating in club activities. Indicate age if under 18 years of age.

_____	DOB _____	(mm/dd)	_____	DOB _____	(mm/dd)
_____	DOB _____	(mm/dd)	_____	DOB _____	(mm/dd)

Name of Horse	Breed	Color	Age

Renewing Members: I acknowledge that I have read the *Tri Valley Trailblazers Bylaws*. Mail a completed Membership Application/Release and Hold Harmless Agreement and submit with a check, payable to Tri Valley Trailblazers, to the Membership Officer by December 31.

(All members) Signature: _____ Date: _____

Sue Eckles, Home 925-455-5932
5254 Wisteria Way, Livermore, CA 94551

TRI VALLEY TRAILBLAZER'S CLUB, INC.
MEMBERS RELEASE AND HOLD HARMLESS AGREEMENT

In consideration of membership in the Tri Valley Trailblazer's Club, Inc., I,

_____ (Please Print Name Clearly) whose address is
(NO P.O. BOXES):

_____ (Street Address) _____ (City) _____ (State)

_____ (Zip Code), _____ (email) on behalf of my heirs,

executors, administrators and assigns agree to, release, indemnify and hold harmless the Tri Valley Trailblazer's Club, Inc., a not for profit California Corporation under 5013 (c) doing business at 5254 Wisteria Way, Livermore, CA. CA 94550, their board members, other association members, employees, managers, assistants, independent contractors, agents, representatives, heirs, executors, administrators and assigns (hereinafter collectively referred to as "TVT") (each a "Party" & collectively the "Parties") as follows: 1. I agree and expressly understand that activities such as horseback riding including but not limited to trail riding, weekend campouts, club rides of any kind, poker rides, play dates, clinics of any kind, parades of any kind and related equine activities are inherently dangerous. Specific risks include, but are not limited to, injuries to persons such as scratches, bruises and sprains, broken limbs, joint & back injuries, loss of sight, heart attacks, concussions, paralysis, and death. I also understand that horses are unpredictable animals and will kick, rear, pullback, spook, bolt, or otherwise act in an unpredictable manner. I understand that premises where I ride may contain defects such as uneven footing, holes, depressions, rocks, obstacles, traffic noise, wild animals, sudden sounds, mud slides, other rider or horses losing control and other obvious or not obvious conditions which may result in injury or death to me, to minor children, and to horse(s). I further expressly understand that other activities, such as, but not limited to, walking a horse, horse handling in general, grooming, loading of horses on a trailer or traveling with a horse carries with it inherent risks that cannot be avoided. Knowing all of this, I expressly assume all risks of these activities and conditions that may result in severe personal injuries including the risk that TVT may be negligent in certain situations. I therefore agree not to sue, or otherwise bring a claim against TVT, in connection with any injury, death or other consequences that occur while engaging in membership activities of any kind. I also understand and expressly assume the risk that any personal property, including but not limited to motor vehicles, trailers, tack, equipment, saddles, blankets, containers or any other personal property brought or used for TVT activities, are subject to damage and loss and agree to hold TVT harmless for such loss and/or damage. I also understand that TVT shall not be liable for any sickness, disease, straying, theft, injury, or death which might be suffered by any horse(s) used or owned by me while participating in TVT activities. This includes, but is not limited to, any injury or disability my horse(s) might receive while being used and also applies to any injury that my horse(s) may cause to others. 2. I further agree that I will defend, indemnify and hold harmless TVT against all claims, demands, liabilities, and causes of action including court costs, expenses and attorney's fees, directly or indirectly arising from any action or other proceeding brought for my benefit, or for the benefit of my heirs, guardians and assigns, against TVT in connection with any TVT activities, any personal injuries, straying of any animals, thefts of any kind and any fire damage that may result in damages. This extends to all claims of every kind and nature whatsoever, whether known or unknown. I expressly waive any benefit I may have under Section 1542 of the California Civil Code relating to the release of unknown claims. I understand that Section 1542 is designed to protect me from waiving unknown claims that may exist at the time that I enter this agreement and I agree to so waive unknown claims nonetheless. I also agree to hold TVT harmless from any claims resulting from damages or injuries caused by my horses or horses used by me, to anyone or anything and I agree to pay any legal fees, costs, expenses and court costs incurred by TVT in defense of said claims.

3. I further agree as follows:

a. To follow the safety rules and Bylaws of TVT. b. To follow any instructions given by TVT board members, trail bosses or any of TVT's agents, assistants, employees or independent contractors. c. To wear safe, closed-toed shoes with a heel or riding boots & long pants while riding. I understand that TVT highly recommends that I also wear a ASTM certified helmet while riding. If I choose to not wear a helmet, I understand that it will increase the risk of serious injury or death inherent in horseback riding and that all release, indemnity and hold harmless language set forth herein applies. Under 18 years of age riders must wear an ASTM certified helmet while riding.

4. In the event of injury, I give TVT the authority to make decisions regarding medical care, including administration of medical care, and will hold TVT harmless for any injury or death that occurs as a result of this care.

5. Special Section for Minors: I/We, the undersigned parent and or legal guardian (herein Parent) of Minor Child named:

_____, (herein referred to as Minor) whose DOB is: _____ on behalf of ourselves, the minor child named herein and his/her other parents, legal guardians, heirs, executors, administrators and assigns (hereinafter referred to collectively as "Minor Parties") is/are allowing Minor to participate in activities as set forth in this Agreement. In consideration, Parent, on behalf of themselves, Minor and all Minor Parties, agrees to release, hold harmless and indemnify TVT from all claims as set forth in this Agreement and further agree to comply with all terms and conditions and agreements set forth in TVT Bylaws and safety rules.

Parent agrees that he/she is entering into this Agreement on behalf of Minor and on behalf of him/herself and all other parents and or legal guardians, that he/she has the authority to do so and that all terms and conditions of this Agreement apply to his/her Minor child. Parent agrees to have a supervising adult responsible for said Minor at all times. Parent further warrants that said Minor does not have any physical or mental conditions that would prevent Minor from engaging in horseback riding and its attendant activities and related club activities. Parent agrees that he/she will require the above mentioned Minor to wear appropriate attire as set forth herein, including the required wearing and use of an ASTM certified helmet while riding. Parent further warrants that he/she has, and will maintain, current health and accident insurance policies covering said Minor.

Person to Notify in Case of Emergency: _____ Phone: _____

Signature of Parent/Legal Guardian: _____

6. This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter herein and includes language set forth within the TVT Bylaws. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated into his Agreement shall not be binding on any of the Parties, and each of the Parties acknowledges that it has not relied, in entering into this Agreement, on any representation, warranty, promises, or conditions not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement. 7. In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect. 8. The Parties mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by BINDING Arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Alameda County, State of California. 9. In any legal action brought in connection with this Agreement, which includes, but is not limited to a material breach, the prevailing party has the right to collect all reasonable fees, expenses and costs from the breaching party. 10. This Agreement shall be interpreted in accordance with the laws of the State of California. Any dispute concerning this Agreement or any indemnification hereunder shall be adjudicated in the courts of competent jurisdiction of Alameda County, State of California.

I DO HEREBY ACKNOWLEDGE THAT I HAVE READ ALL CLAUSES AND ATTACHMENTS OF THIS AGREEMENT HEREIN, KNOW AND UNDERSTAND THE CONTENTS THEREOF, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

TVT MEMBER NAME:

Name Clearly Date: _____ Print

BY: _____ (Signature)