



THE PRIVATE BANK

## 2017 VENDOR RELEASE OF CLAIMS & ASSUMPTION OF RISK

PLEASE INITIAL ALL PAGES

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement (this "Agreement") is entered into by the undersigned in favor of Sonoma Horse Park, its officers, directors, employees, owners, representatives and agents, Riverside Equestrian Center, its officers, managers, employees, owners, representatives and agents, Burgundy Farms, its officers, managers, employees, owners, representatives and agents, Headlands Management its officers, managers, employees, owners, representatives and agents, Howard Herman, Marcia Herman, Meredith Herman, Ashley Herman, Sally Hudson as well as the facilities upon which I will be setting up a vendor booth during a horse show competition (the "Facilities"), and each of the Facilities' respective owners, managers, directors, officers, members, employees, agents and representatives, and all of the volunteers, affiliated organizations, successors and insurers to the aforementioned (collectively, all of the aforementioned being referred to as the "Released Parties", and each a "Released Party").

In consideration for my being permitted to participate as a vendor on the Facilities during the 2017 Sonoma Horse Park Horse Show Season, including but not limited to setting up a booth, display, tent or mobile unit (collectively, a "Booth") and selling products out of such Booth to individuals attending the horse show (collectively, "Vendor Activities"), with or without supervision, I acknowledge and agree as follows:

1. **DANGEROUS ACTIVITY:** I acknowledge that I will be performing the Vendor Activities during a horse show competition and that during my attendance on the Facilities activities related to a horse show competition ("Equestrian Activities") will be conducted on the Facilities. I acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I recognize that even the best-trained horses can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I understand that the actions of any other person or animal cannot necessarily be controlled, and that my safety and that of my property cannot be guaranteed while participating in the Vendor Activities and observing the Equestrian Activities. I understand that there is risk of serious physical harm and even possibly death, and nonetheless voluntarily choose to participate in the Vendor Activities.

2. **ASSUMPTION OF RISKS:** Understanding the risks involved, I voluntarily choose to participate in the Vendor Activities during which Equestrian Activities will be conducted and choose to be around horses. I EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE RISKS INHERENT IN EQUESTRIAN ACTIVITIES, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I ACCEPT FULL AND COMPLETE RESPONSIBILITY FOR THE SAFETY OF MYSELF, ANY GUESTS OR OBSERVERS ACCOMPANYING ME OR PRESENT AT MY INVITATION AND MY PERSONAL PROPERTY. FURTHER, I ASSUME THE RISK OF ANY DAMAGE OR INJURY CAUSED BY MY VENDOR ACTIVITIES, INCLUDING ANY DAMAGE OR INJURY CAUSED BY MY BOOTH OR MY PRODUCTS, AND AGREE TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY CLAIMS FOR DAMAGE TO PERSONS OR PROPERTY CAUSED BY MY VENDOR ACTIVITIES, INCLUDING CLAIMS RELATING TO MY BOOTH OR MY PRODUCTS.

3. **PERSONAL PROPERTY:** I agree that I am responsible for the security of my own personal property, including my Booth and my products and any personal effects I bring to the Released Parties' premises, and that the Released Parties cannot guaranty the security of my property. Should I leave any personal property in the custody of the Released Parties, I do so at my own risk. None of the Released Parties shall have any liability to me in the event of loss, damage, unauthorized use by any person or theft of any such property. I acknowledge that I need to purchase sufficient insurance to cover my own property.

\_\_\_\_\_ INITIAL 2017

## 2017 VENDOR RELEASE OF CLAIMS & ASSUMPTION OF RISK

4. RELEASE AND WAIVER OF CLAIMS: On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PARTICIPATION IN THE VENDOR ACTIVITIES OR MY OBSERVANCE OF THE EQUESTRIAN ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section 3 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

5. UNPREDICTABILITY OF CAUSE, PERSONAL RESPONSIBILITY: I understand that injuries and harm may result from working around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my responsibility to act in a responsible manner to ensure to the extent possible my own safety and that of others.

6. PROMISE NOT TO BRING SUIT: I hereby agree that I, my heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either in my or their own name, for any loss or damage arising or resulting directly or indirectly from my participation in the Vendor Activities, my observance of the Equestrian Activities or my presence at the Released Parties' premises.

7. INDEMNIFICATION: I agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to attorney's fees, arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result, directly or indirectly, from my participation in the Vendor Activities, including the sale of my products.

8. NATURE OF CLAIMS WAIVED: I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer as a result of my participation in the Vendor Activities or observance of the Equestrian Activities may not be entirely foreseeable. I realize that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of any property I may leave at the Released Parties' premises. Knowing the possible extent of damages or injury I may suffer, I hereby expressly waive any claim under Section 1542 of the California Civil Code, relating to the release of unknown claims, which Section reads as follows:

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

9. SEVERABILITY: I agree that this document is intended to be as broad and inclusive as is permitted by California law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

10. ATTORNEYS' FEES: In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) incurred in resolving such dispute.

2017 VENDOR RELEASE OF CLAIMS & ASSUMPTION OF RISK

11. CALIFORNIA LAW, JURISDICTION: This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles to the contrary. I agree that this Agreement shall be deemed to have been entered into in Sonoma County, California. I will not commence or prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement other than in the state or federal courts located in Sonoma County, California. I irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement. I FURTHER UNDERSTAND THAT THE TERMS OF THIS EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER CALIFORNIA LAW.

12. REPRESENTATIONS AND WARRANTIES: I hereby represent and warrant that:

A. I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.

B. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

C. I HAVE READ THIS ENTIRE EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY INITIALS ON THE ABOVE PAGES AND MY SIGNATURE BELOW ARE ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

Read, understood and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Cell \_\_\_\_\_