



# Divide Horsemen's Association

## 2017 Membership Application and Renewal Form

Membership Fee- \$35.00 (up to FOUR household members-- \$5.00 each additional member)

Write check to DHA and mail to: DHA, P.O. Box 64, Cool, CA, 95614

Amount Paid \$ \_\_\_\_\_ Check # \_\_\_\_\_ - New Member \_\_\_\_\_ ~~Renewal~~ \_\_\_\_\_ Date \_\_\_\_\_

~~Name (rider #1)~~ \_\_\_\_\_

~~Names (riders 2,3,4)~~ \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Email Address (print clearly):

\_\_\_\_\_

Phone #'s \_\_\_\_\_

I HAVE READ THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT CAREFULLY AND COMPLETELY, AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND RELEASEES, AND I SIGN IT ON MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE, AND THAT I RELY ON NONE. THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME.

**Release and Hold Harmless Agreement**

The undersigned assumes the unavoidable risks inherent in all horse-related activities, including but not limited to bodily injury and physical harm to horse, rider and spectator. The Undersigned acknowledges that horse-related activities are dangerous and that horses themselves have unpredictable temperaments, which can sometimes cause injury. The Undersigned acknowledges that even the most experienced horse event sponsor, participant or horse owner cannot predict how each individual horse will react in a variety of situations and cannot guarantee my safety. THEREFORE, BY SIGNING BELOW, I KNOWINGLY ASSUME THE UNAVOIDABLE RISKS INHERENT IN ALL HORSE-RELATED ACTIVITIES, WHETHER KNOWN OR UNKNOWN, INCLUDING BUT NOT LIMITED TO BODILY INJURY AND PHYSICAL HARM TO HORSE, RIDER AND SPECTATOR, AND AGREE TO THE FOLLOWING ON BEHALF OF MYSELF AND MY SPOUSE, IF ANY:

1. I HEREBY RELEASE AND DISCHARGE DIVIDE HORSEMEN'S ASSOCIATION ("DHA"), THE DHA BOARD OF DIRECTORS, ALL DHA OFFICERS AND INDIVIDUAL CLUB MEMBERS AND THEIR AGENTS, EMPLOYEES, OR REPRESENTATIVES (HEREINAFTER COLLECTIVELY KNOW AS "RELEASEES") FROM ALL ACTIONS, CLAIMS OR DEMANDS I MAY NOW OR HEREAFTER HAVE FROM INJURY, DEATH OR DAMAGE RESULTING FROM MY PARTICIPATION IN ANY HORSE-RELATED ACTIVITIES SPONSORED BY DHA, AT ANY LOCATION.
2. I also EXPRESSLY WAIVE any rights I may have under California Civil Code 1542, which states, "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"
3. I agree that I will DEFEND, INDEMNIFY AND HOLD HARMLESS Releases against all claims, demands, and causes of action, including court costs and actual attorney's fees, arising from any proceeding or lawsuit brought against them due to any act done by me, or brought by me or for my benefit.

RIDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RIDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

For PARTICIPANTS who are under 18 years of age, I hereby assume full responsibility for all liabilities of the above named participant(s).

GUARDIAN'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_