

**JOIN-UP INTERNATIONAL, INC.
ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT**

Name of Participant: _____ **Age:** _____

Street Address: _____

City, State, Zip Code: _____ **Phone:** _____

I acknowledge that interacting with horses and/or related equipment (the “**Activities**”) are inherently dangerous activities that may result in damage to my property, bodily injury to me, and/or my death. I knowingly assume all risks (whether known or unknown, foreseeable or unforeseeable, or patent or latent) of participating in the Activities.

I relinquish, and release and discharge Join-Up International, Inc., a California non-profit public benefit corporation, its directors, officers, agents, successors and assigns (collectively, “**Join-Up**”) from, any and all rights, claims, and actions that I now have or that I may have in the future against Join-Up relating in any way to my participating in the Activities. I hereby waive the application of 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.” I understand that the consequence of such waiver is that I will not be able to make any claim against Join-Up for damages I may suffer as a result of my participating in the Activities.

I agree to indemnify, defend, and hold Join-Up harmless from and against any and all losses, claims, damages, costs, expenses (including attorneys’ fees and costs) and other liabilities incurred by Join-Up relating in any way to my participating in the Activities.

This agreement shall be governed by and construed in accordance with the laws of the State of California, excluding any laws that direct the application of another jurisdiction’s laws. Any action with respect to this agreement must be brought in a state or federal court having jurisdiction over Santa Barbara County, California. I hereby irrevocably submit to the jurisdiction of such courts. In any action or other proceeding relating to the Activities or this agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment. Whenever possible, each provision of this agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this agreement. This agreement shall be binding upon my executors, heirs and assigns. No provision of this agreement may be amended, modified, supplemented, changed, waived, discharged or terminated unless Join-Up International, Inc. consents thereto in writing.

In consideration for my participating in the Activities, I agree to the terms and conditions of this agreement. I acknowledge that I have read this agreement and understand its contents.

Signature: _____ **Date:** _____

(if Participant is under 18, a parent or guardian must complete and sign the reverse)

**FOR MINORS
(PARENT OR LEGAL GUARDIAN MUST COMPLETE THIS SECTION)**

I, the undersigned parent or guardian of the above minor participant (the “**Minor**”), in consideration of the Minor’s participating in the Activities, agree that the terms and conditions of this agreement shall be binding on me and the Minor insofar as it relates to the Minor’s participating in the Activities. I acknowledge that I have read this agreement and understand its contents.

Name of Parent or Guardian: _____

Street Address: _____

City, State, Zip Code: _____ **Phone:** _____

Signature: _____ **Date:** _____