

Waiver and Release of Liability Agreement

Activity: Sonoma Valley Trail Rides on di Rosa Property, 5200 Sonoma Highway,
Napa, California 94559

Date: _____, 2019

This Release and Waiver of Liability, executed on _____, 2019, by _____ (“SVTR Rider”) releases di Rosa Preserve (DBA di Rosa Center for Contemporary Art) and the Rene & Veronica di Rosa Foundation, a non-profit corporation organized and existing under the laws of the State of California, and each of its directors, officers, employees, and agents (collectively, “di Rosa”), and Sonoma Valley Trail Rides (SVTR), from liability for any risks he/she/they may encounter or may arise in the context of the Activity identified above (“Waiver and Release”).

SVTR Rider understands that di Rosa is located on 217 acres in the Carneros region of the Napa Valley. The property includes three separate galleries, a sculpture park, a 35-acre lake, and a wildlife preserve. SVTR Rider understands that he/she/they must be comfortable with and enjoy nature, including native waterfowl and domestic peacocks that roam freely on the grounds.

In consideration for permission to engage in the Activity, I hereby state the following:

1. Assumption of Risk. I certify that I am physically fit, have sufficiently prepared for participation in the Activity and have not been advised to not participate in it by any medical professional. I acknowledge that the risks related to this Activity may include but are not limited to those caused by the terrain, facilities, temperature, weather, wildlife, equipment and actions of other people involved in the Activity. I hereby assume all of the risks of participation in the Activity, including, by way of example and not limitation, any risks that may arise from the negligence or carelessness on the part of SVTR, di Rosa or their employees or agents, as well as from dangerous or defective equipment or property owned, maintained or controlled by SVTR or di Rosa, or because of SVTR’s or di Rosa’s potential liability without fault. Initial here: ____
2. Waiver and Release. I know that this Waiver and Release will be relied upon by SVTR and di Rosa and will govern my actions and responsibilities during the Activity. I hereby waive, release and forever discharge and hold harmless SVTR and di Rosa, its employees and agents, and its successors and assigns, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from any the Activity with SVTR and di Rosa or related to the Activity. I understand and acknowledge that this release discharges SVTR and di Rosa from any liability or claim that I may have against SVTR or di Rosa with respect to bodily injury, personal injury, illness, emotional distress, death or property damage that may result from the Activity or occurring while I am engaged in this Activity. I understand and agree that this Waiver and Release of liability shall be construed broadly to

provide a release and waiver to the maximum extent permissible under applicable law. Initial here: ____

3. Insurance. I understand that neither SVTR or di Rosa assumes any responsibility for or obligation to provide me with financial or any other assistance, including but not limited to medical, health or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of SVTR or di Rosa beyond what may be offered freely by SVTR or di Rosa in the event of injury or medical expenses incurred by me.

4. Medical Treatment. I hereby release and forever discharge SVTR and di Rosa from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Activity.

5. Photographic Release: I hereby grant and convey to SVTR and di Rosa all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by SVTR or di Rosa in connection with the Activity.

I certify that I have read this document and I fully understand its content. I am aware this is a contract that releases SVTR and di Rosa from any and all liability to me. By signing below, I express my understanding and intent to enter into this Waiver and Release of Liability willingly and voluntarily.

Signature

Date

Address

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT: PARENT/GUARDIAN WAIVER - FOR A MINOR

If the person entering into this agreement is under 18 years of age, his/her/their parent or guardian must read and sign the following:

I, as parent or acting as natural guardian or legal guardian of _____ (Minor's first, middle, and last name) (hereinafter the "Minor"), affirm Minor's Date of Birth below. I also affirm that Minor and I have read the Agreement, understand the Agreement, and understand that this Agreement is a release of all claims for any kind of injury, death and/or property damage related to the Activity. I affirm that Minor understands and consents to the terms on behalf of himself/herself/their selves and that I also, on behalf of the Minor, agree to indemnify and save and hold harmless Michelle Rogers/Sonoma Valley Trail Rides/di Rosa from any loss, liability, damage, or cost they or I may incur because of any defect in or lack of capacity to act on behalf of the Minor in executing this agreement.

**All minors under 18 years of age MUST wear a protective helmet.
Parent, or acting guardian or legal guardian signature**

Minor's full name: _____ **D.O.B.** _____

PROTECTIVE HELMET WAIVER: Sonoma Valley Trail Rides does not require that our riders wear a protective helmet unless the rider is under 18 years of age. By signing this agreement to NOT wear a helmet, you agree that you understand and consent to indemnify and hold harmless Michelle Rogers/Sonoma Valley Trail Rides/di Rosa from any loss, liability, damage, injury, or cost you may incur or that may result from your decision NOT to wear a helmet. A certified protective helmet will be provided to you if you wish to wear one.

Initial _____

If I am present at and participate in the activities of Sonoma Valley Trail Rides I do so at my own risk, and I hereby acknowledge and agree that Sonoma Valley Trail Rides and/or any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation with Sonoma Valley Trail Rides.

Name: _____ **Date:** _____

Participant's Signature: _____