



# WILL ROGERS POLO CLUB, INC.

## BOARDER RELEASE AND INDEMNIFICATION AGREEMENT

### RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement ("Agreement") is made as of \_\_\_\_\_, by \_\_\_\_\_ ("Boarder"), in favor of Will Rogers Polo Club, Inc., a California non-profit corporation, and each of its affiliates, officers, members, agents, contractors, representatives, employees, successors and assigns, including, without limitation, the State of California Department of Parks and Recreation and Will Rogers State Historic Park (collectively, "WRPC") with respect to the following:  
Recitals:

A. Boarder on his own behalf and on behalf of all family members, including Boarder's spouse, parents, children, heirs, successors and assigns (all of whom are referred to hereinafter collectively and singularly as "Boarder") hereby desires to grant WRPC a full release and indemnification as consideration for WRPC providing overnight boarding facilities and permitting overnight boarding at Will Rogers State Historic Park for one or more of Boarder's horses (the "Boarding Facilities").

B. WRPC is willing to provide the Boarding Facilities only if Boarder releases and indemnifies WRPC from any and all losses, claims, causes and suits, directly or indirectly arising from Boarder's use of the Boarding Facilities.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, Boarder hereby agrees as follows:

1. Release. Boarder hereby releases, discharges, waives, relinquishes and covenants not to sue WRPC with respect to any and all actions or causes of action for bodily injury, property damage or death, or any other loss or injury accruing to Boarder or any horse or other Personal Property (as hereinafter defined) owned, possessed, controlled or used by Boarder, arising either directly or indirectly out of Boarder's use of the Boarding Facilities, wherever or however the same may occur and for whatever period the Boarding Facilities are used. Boarder hereby releases, waives, discharges, relinquishes and covenants not to sue with respect to any of the aforesaid actions or causes of action which may arise for the benefit, directly or indirectly, of Boarder and agrees that under no circumstances shall Boarder prosecute or present any claim for bodily injury, property damage or death against WRPC arising from any claim of any kind or nature in connection with Boarder's use of the Boarding Facilities, whether the same shall arise in whole or in part from the negligence of WRPC or any third party and whether such negligence is the sole or contributing cause of such loss or damage. Boarder specifically waives California Civil Code Section 1542, which states 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, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2. Indemnity. Boarder hereby indemnifies and holds harmless WRPC from and against any and all claims, actions, demands, costs, liabilities, expense or judgments whatsoever, including attorneys' fees and costs, which might arise by, through or under Boarder and whenever made or presented for any loss or damage directly or indirectly related to Boarder's use of the Boarding Facilities. Boarder shall indemnify, defend and hold harmless WRPC from the consequences of WRPC's or any other party's negligence who may have a claim or cause of action against WRPC that arose by, through, or under Boarder, whether the same arises, in whole or in part, from the negligence of WRPC or any other party and whether such negligence is the sole or contributing cause of the bodily injury, property damage or death. Boarder agrees to defend WRPC against any claims brought or actions filed against WRPC with respect to the indemnity provided for herein. WRPC may retain



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attorneys of its own choosing to appear and defend a claim or action on behalf of WRPC at the expense of Boarder. WRPC shall have the sole authority for the direction of the defense and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against WRPC. Boarder shall upon demand pay to WRPC all sums due to any parties by WRPC as a result of any indemnified claim and all sums due to counsel selected by WRPC, whether for services and expenses due or for retainer sums requested by such counsel in advance of services.

3. Compliance with Rules. Boarder hereby agrees to abide by all of WRPC's rules with respect to the Boarding Facilities. Boarder hereby voluntarily executes this Agreement to induce WRPC to permit his use of the Boarding Facilities. Boarder further acknowledges that his use of the Boarding Facilities is at Boarder's own risk and without any representations of any kind or character having been made to Boarder by WRPC. Boarder's use of the Boarding Facilities may be terminated by WRPC at any time in WRPC's sole and absolute discretion.

4. Medical. Boarder agrees that WRPC shall have no responsibility to provide medical or veterinary care, including, but not limited to, transportation in order to obtain such treatment in the event of injury to Boarder or Boarder's horses. The release and indemnification set forth above extends to any and all liability arising out of or in any way connected with such provision of medical, veterinary treatment or transportation. Boarder hereby assumes full responsibility for and risk of personal injury, property damage or death due to the negligence of any party herein released.

5. Boarder's Personal Property. Boarder understands that all equipment, clothes, personal effects, jewelry, saddles, tack, supplies, animals, vehicles, trailers and any other personal property owned, contracted or used by Boarder ("Personal Property") shall remain the sole responsibility of Boarder and that WRPC shall have no duty to protect or secure the Personal Property from theft or damage or injury. WRPC shall have no responsibility to insure Boarder or any of his Personal Property. Boarder further understands that the release and indemnity provisions of this Agreement include and relate to any and all damages, claims, causes of action, expenses or the like arising from the theft damage or injury caused by or occurring to the Personal Property.

6. Miscellaneous. This Agreement contains the entire understanding between parties hereto concerning the subject matter contained herein. Whenever used in this Agreement, the singular shall include the plural and the plural shall include the singular and the male gender shall include the female, all as the context and meaning of this Agreement shall require. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter hereof which are not fully expressed herein. The prevailing party in any litigation regarding this Agreement shall be entitled to receive its attorneys' fees and costs from the other party. This Agreement shall be governed by and construed under the laws of the State of California.

IN WITNESS WHEREOF, Boarder has executed this Agreement as of the date first written above.

Boarder: \_\_\_\_\_

Signature: \_\_\_\_\_

Guardian: \_\_\_\_\_