

Wild West Pioneer

June 15,16,17 2018



Rider: _____ AERC # _____ Division: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Email Address: _____

Emergency Contact Name and Phone Number: _____

Divisions: HWT (211# & up) MWT (186-210#) LWT (161-185#) FWT (160# & below) Young Rider (16-21) Junior

Day 1 Horse Name _____ Horse AERC # _____ Sex ___ Color _____

Day 2 Horse Name _____ Horse AERC # _____ Sex ___ Color _____

Day 3 Horse Name _____ Horse AERC # _____ Sex ___ Color _____

Horse Trailer Size: _____

Distance: Fri: LD 55 Sat: LD 50 Sun: LD 50 Total

Entry Fee \$95 + *Ride Fee \$15 \$110 x number of days riding

Camping fee per rig Thurs Fri Sat No fee Sun \$25 per night x number of nights

If sharing a rig please list other rider(s): _____

NON AERC Member \$15 per day \$15 x number of days riding

Three day rider discount - \$30 for weekend

Junior / RM discount - \$20 per day

Late Fee (if postmarked after June 1st) \$40 for weekend

Additional Sunday dinner ticket (one ticket included with entry) \$15 each

Total Enclosed \$ _____

*The ride fee that is listed separately from the entry fee is the AERC and CA Drug Testing fee applicable to ALL riders including members. We have listed it separately for our own bookkeeping purposes.

Please make checks payable to Wild West Endurance Company. Cancellations received by 6/8/18 will receive a refund minus a \$25 administrative fee. No refund for cancellations after 6/9/18 unless accompanied by a letter from your vet. Riders pulled will receive a refund minus the administrative fee for days not ridden. Checks will be cashed as they arrive.

Send your entry to:

Wild West Endurance Co
8262 Creek Way
Smartsville CA 95977

Ride Manager: Elicia Kamberg wildwestendurance@gmail.com Call or Text 707-498-7306 (no reception at camp)

Note: Ride is limited to the first 100 riders as parking space is limited. Please share rigs if possible and share the camping fee. **No extra vehicles allowed. If you don't send in an entry before the ride please e-mail us by 6/12/18 to let us know you're coming. Riders who do not contact us could be turned away or may need to park in the overflow area.** Portable corrals will be allowed on a very limited basis as space allows. A few corrals are available in camp for \$85 for the weekend. Send us an e-mail to inquire about availability. Please come prepared to clean up your hay and manure. Hoof protection required. All dogs must be on a leash at all times – no exceptions. Please do not camp at or near Skillman unless the camping fees have been paid.

RELEASE OF ALL LIABILITY and ACKNOWLEDGMENT OF RISK ("RELEASE")

PLEASE READ CAREFULLY. THIS DOCUMENT LIMITS YOUR ABILITY TO BRING SUIT OR CLAIMS AND WAIVES CERTAIN RIGHTS. IF YOU DO NOT UNDERSTAND ANY PORTION OF THIS DOCUMENT PLEASE CONSULT YOUR ATTORNEY BEFORE SIGNING. BY SIGNING AND BY INITIALING THIS DOCUMENT YOU ACKNOWLEDGE YOU HAVE READ AND THOROUGHLY UNDERSTAND ALL CONTENTS OF THIS DOCUMENT.

1. ACKNOWLEDGMENT OF RISKS AND ACKNOWLEDGMENT THAT THIS IS A RISKY ACTIVITY; AND THAT I AM FULLY AWARE OF ALL RISKS AND DANGERS INHERENT WITH THE ACTIVITY; AND THAT I ACCEPT RESPONSIBILITY FOR ALL SUCH RISKS AND DANGERS:

I, on behalf of myself as a participant, or as the legal guardian or parent of my minor child and who I agree and allow to be a Junior Rider participant, hereby acknowledge the following:

I acknowledge that the **Wild West Pioneer Ride** ("the Ride") with its inherent risks commensurate with the sport of equine endurance riding or competition and with my participation therein, could pose a hazard or threat to me and to my horse's health and safety. And my participation with the Ride could even cause or result in my death and/or the death of my horse.

I acknowledge I have educated myself and have adequately made myself aware that the Ride is a demanding equine endurance ride that challenges both horse and rider in unique mountainous and forested terrain and which includes natural conditions that are, in many sections, wild, inaccessible, remote, precipitous, and which may pose a threat to me and to my horse's health and safety.

I acknowledge that by the remote and wild nature of portions of the Ride, that the region includes wild animals and reptiles which by their nature or even appearance, may pose a threat to me and to my horse's health and safety.

I acknowledge that by the nature of the trails where I must ride very close to trees and tree limbs, that these could also pose a hazard or threat to me and to my horse's health and safety; that there may be manmade obstacles such as bridges, aqueducts, canals, roads that by their nature could also pose a hazard and threat to me and to my horse's health safety.

I acknowledge that during the Ride I may be required to ride alongside and cross a California state highway, county road, unimproved roads all of which may contain vehicle traffic (collectively, "roads"), some of which include vehicles of various types including cars, trucks, four-wheel drive vehicles, ATVs, motorcycles, bicycles (collectively, "vehicles") and also where vehicles may be traveling at excessive speeds or may even honk; and that some or all of the locations where I must cross roads do not have flaggers or crossing guards or monitors to help me cross these roads. I acknowledge that with the proximity of these roads near the trail and in having to cross these roads under such conditions, that these, too, could also pose a hazard or threat to me and to my horse's health and safety.

I acknowledge that if a calamity should befall on me or with my horse, that by the nature of the inaccessible and remote regions of the Ride, medical help, veterinary help, assistance or rescue efforts may be dampened or significantly delayed, the result of which

I hereby acknowledge that the risks referenced above are only some of the risks that may be involved with my participation in the Ride. I acknowledge there is no way Ride Management can anticipate, identify, modify or eliminate all the risks associated with my participation in the Ride, nor has Ride Management undertaken to do so.

2. ASSUMPTION OF RISK: With full awareness of the above stated risks and all inherent risks not stated, **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK** of personal injury including permanent disability or death to myself; and including all risk of injury or death to my horse, sustained at the Ride; and including risks caused from the passive or active negligence on the part of the "Parties Released" (defined below).

3. RELEASE OF LIABILITY: With full awareness of the above stated risks and those not stated, and in consideration of my being granted the opportunity to participate in the Ride, I, on behalf of myself, my heirs, executors and administrators, assigns, and anyone claiming through me, hereby **FOREVER RELEASE AND DISCHARGE** the Wild West Ride, Wild West Endurance Company, Robert & Elicia Kamberg and Gregory & Diane Mann, their/its members, agents, officers, directors, servants and employees, their sponsors, volunteers, guests, contractors, ride officials, veterinarians, control judges and all other person(s) assisting with the Ride including public and private land owners over whose property the Ride may pass, together with their representatives, successors and assigns (collectively, "Parties Released"), **FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, FOR ANY AND ALL CLAIMS OF LIABILITY FOR DAMAGES, FOR ANY AND ALL INJURIES TO ME, TO MY HORSE, OR TO MY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THE RIDE.**

4. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542. I hereby waive California Civil Code Section 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. "This waiver therefore applies to all potential claims for damage whether known or unknown, suspected or unsuspected.

5. AGREEMENT TO INDEMNIFY, HOLD HARMLESS AND DEFEND: In further consideration of being provided the opportunity to participate in the Ride, I agree that **I WILL INDEMNIFY, HOLD HARMLESS AND DEFEND** the Parties Released herein, from and against any and all claims, actions, suits, demands and causes of action (collectively, "lawsuits"), including court costs and attorney fees, directly or indirectly arising from such lawsuits brought by others against the Parties Released herein as the result of my participation or conduct in the Ride, or which are brought for my benefit contrary to this Release, or which are brought as the result of any breach by me of this Release.

I ACKNOWLEDGE THAT I HAVE READ/UNDERSTAND AND I ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND I UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON ME AND ANYONE CLAIMING THROUGH ME AND EFFECTIVELY BARS MY RIGHT TO CLAIM DAMAGES OF ANY KIND INCLUDING DAMAGES FOR INJURIES OR EVEN DEATH ARISING FROM MY PARTICIPATION IN THIS EVENT.

Date: _____
Rider Name (print): _____

Signature of Rider, or of Parent/Guardian of Minor, Junior Rider: _____