

Pony Tracks Ranch Waiver, Release and Confidentiality Agreement – Please Read Carefully

IMPORTANT INFORMATION

Please read this Agreement carefully and sign your name below to confirm your understanding and agreement. The owners and management of Pony Tracks Ranch (“PTR”) ask that all guests follow safety rules and instructions; they are designed to protect our guests’ safety. Guests are also expected to exercise good judgment in their activities on PTR and to avoid any potentially unsafe situations.

Each guest on PTR is solely responsible for determining whether he/she is physically fit and properly skilled for any activity. It is always advisable, especially if the guest is pregnant, disabled in any way or has any prior illness, injury or impairment, to consult a physician before undertaking physical activity. All guests are strongly urged to engage in activities at PTR only if they have adequate medical coverage.

Guests are solely responsible for any lost or stolen items.

WARNING OF RISK

Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still inherent risk of serious injury in participating in activities at PTR. Guests must understand that, depending upon the activities involved, certain risks and dangers exist arising from acts of God, unfavorable weather, slips and falls, inadequate or defective equipment, failure in supervision or instruction, premises defects, carelessness, lack of skill or technique and other circumstances inherent to the particular activity.

CONSENT OF PARENT OR LEGAL GUARDIAN

The undersigned parent or legal guardian of a minor child who is a guest of PTR acknowledges that he/she is signing this Agreement on behalf of both himself/herself and such child and that both shall be bound by the terms of this Agreement. All references to “my child” include children in the care of a legal guardian.

PERMISSION FOR MEDICAL TREATMENT

I authorize the PTR to arrange for transportation in case of an injury or acute illness. In the event it is impossible to receive instruction for my or my child’s care, I consent to any licensed physician or surgeon called or to whom I or my child is taken to provide treatment, administer medication and to perform such surgical treatment as s/he shall think the existing emergency requires for pain relief or preservation of my or my child’s life or health and well-being. Costs incurred for care and treatment will be processed through my health insurance.

WAIVER AND RELEASE OF ALL CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION OF BEING PERMITTED TO ENTER PTR FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, I AGREE TO THE FOLLOWING ON MY OWN BEHALF AND ON BEHALF OF MY CHILD:

I HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS Pony Tracks Ranch LLC and Military Vehicle Technology Foundation and their owners, members, managers, directors, officers, employees, tenants, contractors and agents (“Released Parties”) from and against any and all liability for any injury, loss, damage, costs or expenses, including attorney fees, arising out of or in connection with my or my child’s presence on, use of, or participation in or observation of activities on PTR or any facilities or equipment on PTR (including, but not limited to, any transportation service and vehicle operations), or any misrepresentation in this Agreement, whether caused by the negligence of the Released Parties or otherwise.

I ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to me and my child arising from the negligence of Released Parties or otherwise while in, about or on the premises of PTR.

I agree that all rights under Section 1542 of the Civil Code of the State of California are hereby waived. Section 1542 provides as follows:

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.

CONFIDENTIAL INFORMATION

I shall hold information relating to PTR’s business, access to properties controlled by PTR, non-public information presented to me by PTR and other information designated as confidential by PTR (collectively, “Confidential Information”) in strict confidence and take reasonable precautions to protect such Confidential Information and shall not divulge any Confidential Information to any third party. This duty of confidentiality shall survive indefinitely during and following termination of this Agreement. PTR shall be entitled to enforce this Agreement through an injunction issued by appropriate court order.

I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that, if any part of it is held invalid, the remaining terms shall be enforceable. I further agree that no oral or written representations, statements, agreements or inducements apart from the above written Agreement have been made.

By signing this Agreement without a parent or guardian’s signature, I represent that I am at least 18 years of age, or, if I am signing as parent or guardian, I represent that I am the parent or legal guardian of the minor participant.

I HAVE CAREFULLY READ THIS AGREEMENT, HAVE AN OPPORTUNITY TO SEEK ADVICE, AND I SIGN IT OF MY OWN FREE WILL.

If I am registering online or via fax, my online or facsimile signature shall have the same legal effect as an original signature.

Guest/Parent or Legal Guardian’s Signature: _____

Print Guest/Parent or Legal Guardian’s Name: _____

Print Name(s) of Children on behalf of Whom Parent or Legal Guardian Signs:

Date: _____

PARTICIPATION WILL NOT BE PERMITTED IF THE ABOVE INFORMATION IS NOT COMPLETED.

Revised June 2016