

# NOVATO HORSEMEN NEWS



January  
2008

Novato Horsemen, Inc. PO Box 456, Novato, CA 94948  
Web: [novatohorsemen.com](http://novatohorsemen.com)

## Board of Directors

- President:** Gary Sello (415) 309-8618  
[gary@indianvalleycarriage.com](mailto:gary@indianvalleycarriage.com)
- V. Pres.:** Curt Kruger (415) 897-7308  
[ckruger@cal.berkeley.edu](mailto:ckruger@cal.berkeley.edu)
- Treasurer:** Jill Peterson (415) 897-2404  
[jilldpeterson@yahoo.com](mailto:jilldpeterson@yahoo.com)
- Rec. Sec.:** Greg Yates (415) 725-5034  
[mtbik4evr@verizon.net](mailto:mtbik4evr@verizon.net)
- Corrsp. Sec.:** Beth Roens (415) 613-9955  
[b\\_roens@hotmail.com](mailto:b_roens@hotmail.com)

## Board Members:

- Amy Hutchinson (415) 517-3907  
[amy@sonnenbmw.com](mailto:amy@sonnenbmw.com)
- Ken Frank (415) 898-7768  
[KFACPA@yahoo.com](mailto:KFACPA@yahoo.com)
- Chris Maithonis (707) 795-1093  
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- Kristina Zblicki (415) 310-6750  
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- Alyssa Aubrey (707) 878-2440  
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- Gilda Hagerty (415) 892-1034  
[gdkhag@comcast.net](mailto:gdkhag@comcast.net)



## Committee Chairs

- Jr. Advisor:** Elizabeth Tapia (415) 259-5826
- Membership:** Jana Hafner (415) 897-3955
- Budget:** Curt Kruger (415) 897-7308
- Cattle:** Steven Schwindt (415) 897-8453
- Fundraising:** Amy Hutchinson (415) 517-3907
- Horse Shows:** Kristina Zblicki (415) 310-6750
- Gymkhana:** Karen Kilian (415) 897-0794
- Grounds:** TBD
- Website:** Margaret Slemmer 415-332-2411
- Sunshine:** Nancy Olson (415) 939-5005
- CHSA:** Monte Kruger (415) 897-7308
- Bylaws:** Greg Yates (415) 725-5034
- Arena:** Ken Frank (415) 898-7768

## General Meeting Tuesday January 8<sup>th</sup>

Dinner 6:30pm  
Meeting 8:00pm

### Dinner

Amy Hutchinson & Marianne Skinner will make  
Beef Stroganoff, Salad & Dessert.

RSVP to Marianne 898-9421

## Monthly Event Calendar

- 1/2 **Calendar Meeting** - 7:00 at the Clubhouse. Anyone interested in putting an event on the Club calendar should attend.
- 1/7 **Junior Parent/Program Meeting** - 7:00 at the Clubhouse. Any member who has input or is interested in volunteering should attend. The Jr. Club needs all levels of volunteers with different interests and expertise. If you have a couple of hours this year and want to put them to use with fun, energetic kids, we need you!!
- 1/8 **General Meeting** - 8:00 at the Clubhouse
- 1/12 **Bahia Trail Clean Up** - 9:00-1:00 contact Quianne Hunter w/Openspace 507-2818
- 1/22 **Board Meeting** - 7:30 at the Clubhouse

*Our deepest condolences go out to Stan Mossi and family. On December 10th 2007 Karen Anselmo, Stan Mossi's life partner passed after a three year heroic battle with cancer. A small family gathering will be held. Her ashes will be scattered in the ocean, and in the mountains where the wild mustangs roam.*

## President's Message

From Gary Sello

Less than two weeks ago, our club awarded Stan Mossi life membership and we heralded the event with a collage of pictures of Stan competing and winning "All Around Cowboy" in the mid 1950's. The text above the pictures read "Stan Mossi – One of our own" and it will hang in the club house. When Stan came forward to accept his life member card, or at least receive a hand shake, Stan was visibly taken by the family of members that surrounded him. From my position that night where I could look out onto those who were in turn looking at me, I could see that every eye and ear intent on seeing and hearing his words of appreciation, was thrilled to be part on any family of which Stan Mossi was a part of. Stan Mossi's life partner Karen Anselmo passed away December 10.

The club is looking for a chairperson of the Buildings and Grounds committee, a post held by Scott. The position (could be shared by two people) has the major responsibility of maintenance and new projects for the grounds, the club house, the trailer, etc. From the chairperson, workdays are scheduled, structured, and successful. If you, or you and a friend or two would be willing to step forward, I assure you the club will provide you with ways to use your skills. Thank You

A couple of items for people to understand : It is against the by-laws for members to be involved in commercial transactions on our club-grounds, such as lessons. Our Standing Rules state the following: No member may use Novato Horsemen, Inc. facilities, equipment, etc. for personal profit without Board of Directors and membership approval. This includes lessons being paid for. The board will be working on

implementing this Standing Rule. Our insurance will not cover any incident that originates or is caused by a paid lesson unapproved by the Board of Directors and membership. The board will also be working to bring a standard of parity regarding rentals of all facilities as well as whether meeting times should be moved to 7:30 pm If you have concerns or interests regarding the workings of this club, write your congress person or come to a meeting and be heard. See you January 8th.

## Club News

Electronic Cutting – Charlie Raposa will be working one or two of his horses with an "electric cow" that works up and down the rail with pre programmed moves, or through the use of a remote control, most Saturday & Sunday mornings. This activity takes place in the "warm-up arena". All club members are invited to come work their horses on whatever level is appropriate. Charlie will work with you, your horse, and the movement of the "cow". Interested people could show up around 10:00 or call Charlie at 707.338.6611

Congratulations to our 2007 Junior Award Winners; **Heidi Schmitz** (10-13) and **Cory George** (14-17) recipients of the high point award for the most volunteer hours.

**Michelle Neilsen** the recipient of the Bill Barnsgrover Award for most improved rider.

**Ricky Best** the recipient of the Diamond Award for the best horse and rider team.

## Welcome New Members

Cate and Mike Wallenfels,  
Anna Young, Elizabeth Tapia, Sally Moses,  
Megan Jones Mcaboy, Adam Mcaboy



NOVATO HORSEMEN, INC.  
P.O. BOX 456, NOVATO, CA 94948

To Be Completed By NHI  
Board Member  
Ck# \_\_\_\_\_ \$ \_\_\_\_\_  
Date Voted In \_\_\_\_\_  
Date Card Mailed \_\_\_\_\_

★ SENIOR MEMBERSHIP APPLICATION – 2008 ★

Name of Member \_\_\_\_\_ Spouse \_\_\_\_\_

New Member

Renewal - No Change   
(go to Annual Dues Section)

Renewal - w/ New Info.

Mailing Address: \_\_\_\_\_  
Street City St. Zip

Day Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

Profession \_\_\_\_\_ Spouse \_\_\_\_\_

Birthday \_\_\_\_\_ Spouse \_\_\_\_\_

Email \_\_\_\_\_ Spouse \_\_\_\_\_

★ ANNUAL DUES ★

Individual Membership  \$50.00 Couples Membership  \$75.00

Initiation Fee  \$30.00 Couples Initiation Fee  \$60.00

***New members (and existing members renewing after the March General Meeting) are subject to initiation fee***

May we publish your address/phone number in a 2007 member's directory?  Yes  No

Would you prefer to receive your newsletter by email?  Yes  No Email \_\_\_\_\_

★ VOLUNTEER EVENTS ★

*As a NHI member, your participation in club events is essential and will be greatly appreciated. Please check the events for which you will be volunteering*

- Lead Club Ride  Cook Dinner for Gen. Mtg.  Marin County Fair  Bartending
- Valentines Crab Feed  Halleck Creek BBQ Ride  4<sup>th</sup> of July Parade  Snack Shack
- Clubhouse Cleaning  Horse Shows  Fundraising Parties  Cattle Events
- Work Parties  Gymkhanas / Play Days  Serve on a committee  Haunted House

★ MEMBERSHIP AGREEMENT ★

As a member, I hereby agree to abide by the Rules and By-Laws of Novato Horsemen, Inc.

✓ Member Signature \_\_\_\_\_ ✓ Member Signature \_\_\_\_\_

Sponsor's Name \_\_\_\_\_

★ WAIVER & RELEASE OF LIABILITY FORM ★

I (We) have read the contract on the back (or attached hereto) of this Senior Membership Application and I (we) am (are) aware that the contract is legally binding and that I (we) am (are) giving up legal rights and/or remedies to assert a claim for negligence.

✓ \_\_\_\_\_  
Signature – Contracting party Date

✓ \_\_\_\_\_  
Signature – Contracting party Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I (we) am (are) voluntarily entering into the following agreement with NOVATO HORSEMEN, INC. and/or NOVATO JUNIOR HORSEMEN ("NJH's") together with their sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representatives, and affiliated persons or entities (all of these persons and entities will collectively be referred to in this agreement as "NHI").

In addition to myself (ourselves), I (we) also make this agreement on behalf of the following persons who are my (our) children or legal wards (under 18 years of age). These persons may attend or participate in open events sponsored or organized by NHI or closed events of members of NHI, and I (we) agree to bind them to this agreement. :

Child's Name. \_\_\_\_\_ Age: \_\_\_\_\_ Child's Name. \_\_\_\_\_ Age: \_\_\_\_\_

All parts of this agreement shall apply to me (us) and the children/legal wards listed above. [We will collectively call ourselves "I", "me", "my", "we", "us" or "our" throughout this agreement.] This agreement shall be binding at all times, now and in the future, when NHI permits me (us) (directly or indirectly) to attend or participate in events sponsored or organized by NHI at any location.

In consideration of NHI allowing me (us) and/or my (our) minor children or legal wards to attend or participate in events sponsored or organized, in whole or in part, by NHI, I (we) agree as follows:

**1. EXPRESS ASSUMPTION OF RISKS.** When preparing for, entering, attending, participating in, or leaving events sponsored or organized in whole or in part by NHI. Horses, mules and ponies are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of a horse, mule or pony are to jump forward or sideways, or run away from danger by trotting or galloping. Horses, mules and ponies are also known to kick, buck, rear up, spin around, strike, or bite. I (we) know that horses, mules or ponies can do these things without warning. I (we) also understand that all horses, mules and ponies are powerful and could have the potential to be dangerous to people who ride, handle, or are around them.

Further, I (we) understand that riding, handling, or being near a horse, mule or pony can expose me (us) to numerous hazards, which could include, for example: the propensity of a horse, mule or pony to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of a horse, mule or pony's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on the land; and/or collisions with other horses, mules, cattle, ponies, or objects. I (we) understand that these risks and dangers can occur with or without negligence on part of NHI, and I (we) expressly agree to assume all of these risks. I (we) also understand that these are just some risks, and I (we) agree to assume others; I (we) am (are) not relying on NHI to list all possible risks for me (us).

**2. WAIVER AND LIABILITY RELEASE.** As lawful consideration for being permitted to attend or participate in events sponsored or organized, in whole or in part, by NHI at any location, now and in the future, I (we) agree to assume full responsibility for any and all bodily injuries or damages which I (we) may sustain when engaging in these and other activities caused by the ordinary negligence of NHI. The term "damages" means, for example, medical expenses; losses incurred because of bodily injuries or property damages, and/or personal property damages. I (we), for my (our) heirs, administrators, personal representatives, agents, and assigns, waive, release, discharge, and covenant not to sue Novato Horsemen, Inc. and/or Novato Junior Horsemen, together with their sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representatives, affiliated persons or entities, and others acting on their behalf of and from any and all claims, damages, actions, omissions, suits, or causes of action (present and future), whether or not the claims are known or unknown, arising out of the ordinary negligence of any of these parties.

**3. INDEMNITY AGREEMENT.** I (we) also agree to indemnify and hold harmless Novato Horsemen, Inc. and/or Novato Junior Horsemen, together with their sponsors, property owners, officials, and affiliates and their respective directors, officers, employees, agents, volunteers, representatives, affiliated persons or entities, and other acting on their behalf against all damages which are sustained or suffered by any third person(s) [people who are not parties to this Agreement, including, *but not limited to*, participants, spectators, visitors, guests, or others], including any and all injuries or damages whatsoever that I (we) [or my (our) horse(s), mule(s) or pony(ies)] may cause, directly or indirectly, while attending or participating in events sponsored or organized in whole or in part by NHI. The indemnity shall include reimbursement of NHI's attorney fees and court costs.

**4. PROTECTIVE HEADGEAR.** For my protection, NHI advises me (us) to consider purchasing and wearing properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear when riding or when near horses or ponies I (we) am (are) not relying on NHI to monitor my (our) compliance with this suggestion, and I (we) understand that NHI will not check my (our) helmet (if I (we) wear one) or provide one for me (us) (if I (we) do not).

**5. MISCELLANEOUS.** This agreement is governed by California law and is intended to be as broad and inclusive as is permitted under the law. Should any clause conflict with California law, only that clause will be null and void and the remainder shall stay in effect. This agreement can only be modified or terminated by a written agreement that is signed by the President of NHI and me. If I (we) breach this agreement, I (we) agree to pay attorney's fees and court costs incurred by NHI related to such breach.

**6. HEALTH AND DISABILITIES.** Many disabilities have conditions that pose special physical risks to participants during exercise. Horseback riding is exercise. I (we) understand that NHI recommends that I (we) seek the advice of a physician before participating in activities that involve riding or being near horses, mules or ponies.

### 7. ALSO, I (WE) REPRESENT THAT:

- **AT THE TIME I (WE) AM (ARE) SIGNING THIS, I (WE) AM (ARE) OF SOUND MIND AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**
- **I (WE) HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (BOTH PAGES), AND I (WE) FULLY UNDERSTAND IT; AND**
- **I (WE) AM (ARE) AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I (WE) AM (ARE) GIVING UP LEGAL RIGHTS AND/OR REMEDIES TO ASSERT A CLAIM FOR NEGLIGENCE.**

## Classified Ads

**Sunshine**– Someone in need of a little sunshine in their life. Contact Nancy Olsen (415) 939-5005.

**Newsletter** – If you have something for the newsletter please email it to Beth Roens at [b\\_roens@hotmail.com](mailto:b_roens@hotmail.com) or call (415) 613-9955. All submissions must be received by the 20<sup>th</sup> of each month.

### NOVATO HORSEMEN, INC. GROUNDS RULES

1. All NHI members are required to carry a valid membership card while on club grounds.
2. Access and use of NHI property and facilities are for members only.
3. You are on grounds at your own risk.
4. Only NHI members are allowed to horseback ride on property.
5. Anyone under 18 years of age must be accompanied by an adult member or parent.
6. Do not tie horses on any fencing.
7. Do not leave horses unattended.
8. Livestock is not to be left overnight in arenas or round pen.
9. No riding while under the influence of alcoholic beverages or drugs.
10. Horses are to be walked on grounds other than areas or round pen.
11. Always follow riding etiquette and safety.
12. Vehicle speed limit is 5 mph.
13. No cleaning out trailer on grounds.
14. Please place garbage and recyclables in proper container. DO NOT LITTER.
15. Dogs must be on a leash.
16. Please sit on bleachers, not on fences.
17. No member or guest shall deface, destroy or steal NHI personal or real property.
18. Non-members and guests are required to adhere to same rules as members.
19. Keep all gates closed.

**\*\*\*All members are required to adhere to NHI rules at all times\*\*\***

*Coyote Scat has been found around the grounds. Please be particularly mindful at dusk if you have your leashed dog on the grounds*



A black and white illustration of a traditional cuckoo clock with a wooden house-like top, a clock face, and a pendulum hanging from the bottom. The background is decorated with small floral patterns.

**IT'S  
THAT  
TIME  
AGAIN**

2008 Membership renewals applications are requested. Please take a moment to look at the volunteer section and check any events for which you would be willing to volunteer.

Remember, all renewals received after NHI's March General Meeting are subject to the initiation fee. So, don't wait . . . complete the attached application and mail it to Novato Horsemen's, Inc., PO Box 456, Novato, CA 94948 or drop it off in person at any General Meeting.