



## 2022 NHI Board of Directors

**President** Aldo (AJ) Gigliotti ‡ **Vice President** Shawn Mulholland ‡ **Treasurer** Kimberly Fishman  
**Corresponding Secretary** (Vacant/Open) ‡ **Recording Secretary** Joan Murphy

### **Board Members at Large:**

Marty McCowen ‡ Stephen Schwindt ‡ Amy Hutchinson ‡ Mark Carpenter ‡ Casey Rodd ‡ Vince McCarthy

**Caretaker and Keeper-of-the Rental Calendar** Karen Kilian

*Contact us: [novatohorsemen@gmail.com](mailto:novatohorsemen@gmail.com)*

## 2022 NHI Junior Advisors

Carolyn Conner ‡ Rosella Arnold ‡ Toni Shroyer ‡ Karen Kilian (Snack Shack Coordinator)

## February Calendar & Events

### February 2022 NHI Meeting Dates



**General Meeting** – Tuesday, Feb. 1, 6:30 p.m.

**Junior Board & General Meeting** – Tuesday, Feb. 8, BOD at 6p.m. and GM at 6.30

**Senior Board Meeting** – Tuesday, Feb. 15, 7:00 p.m.

Check the calendar on our [website](#) for other important dates.



Anyone have familiarity with the program Survey Monkey? We could really use your help! If you're willing to help us set up a brief survey on behalf of the NHI membership, we would very much appreciate the assistance. Let us know if you have some skills with this program: [novatohorsemen@gmail.com](mailto:novatohorsemen@gmail.com)

## President's Message, February 2022

### Dear Members:

The surrounding hills are beautiful. The grass is green and we are experiencing a little relief from the rain, along with sunny warmer days, though we still need more rain. With the weather being so nice it is providing a great opportunity to spend time outside and with your animals. If anyone is interested in planting a vegetable or flower garden this spring, NHI has free aged steer manure which we can load into pickups or members can load themselves manually. Please contact Karen Kilian if you need assistance.



It is going to be hard to predict what will happen this coming year but the recent spike in Covid cases is now starting to decline slightly locally. We had cancelled our January General Meeting and our February Drive Thru Crab Feed because of the rise in infections and we want to be safe. Our next General Meeting of February 1, 2022, is in person, with dinner cooked by Laura Turner and Jane Ratto. Come on down! We will be following Marin County guidelines for the pandemic.

Earlier this month, Sarah Bulgatz resigned as the club's Corresponding Secretary. Please join me in thanking her for her professionalism and dedication in getting our new website completed and for publishing an outstanding Newsletter along with handling our correspondences. It is going to be a challenge to fill this role but if there are any members wanting to step up and participate in handling this role, do not hesitate to contact me. Sarah has generously offered to assist in transition to a new person. In the interim, we will continue to communicate with the membership but bear with us if the standards set by Sarah are not fully met in the short-term.

Members arranging for rentals or events this coming year, make sure to check on availability with Karen Kilian as she maintains the rental calendar. If you have an event scheduled and you wish to keep those date(s), it is critical that all paperwork (contracts, insurance and checks) be turned in to NHI. Otherwise, the event may be removed from the calendar.

Reminder for members to pay your dues. If not paid by the March General Meeting, your membership will be cancelled.

We would like to survey the membership in the coming weeks and if there are any members that are familiar with Survey Monkey and can guide us through this process, we would greatly appreciate your assistance. Feel free to contact me.

NHI has scheduled a work party for March 12, 2022 from 9AM to 1PM. In case of rain, it will be rescheduled for March 19, 2022. Please save the date. It is important for our members to contribute some of their time to ensure we maintain and preserve our facilities. Even if you can devote only a short amount of time, it would make a big difference. Hope you will join us for our work party. A detail task list will be published next month. No special skills are required.

Happy trails!! Stay safe.

AJ Gigliotti



**Want to host a clinic or schedule an event/program at NHI?**  
If you'd like to reserve any 2022 dates, contact Karen Kilian. She will let you know the procedures for approval: 415-897-0794 or [1EeyoreNut@gmail.com](mailto:1EeyoreNut@gmail.com).



Activities at and Around NHI





## Don't Forget to Renew your Membership for 2022!

You may already have received a renewal form via snail mail, but if not – or if you've misplaced it – just use the form on the following pages. Don't forget to renew! There are so many benefits to being an NHI member:

- 🐾 Use of an expansive facility where you can practice your skills (and your horse's skills) in a large, regularly groomed arena and in a smaller warm-up arena or round pen.
- 🐾 Easy access to the beautiful trails of Rush Creek open space.
- 🐾 Guided club rides in beautiful Marin County locations with an experienced trail boss.
- 🐾 Cow program – the only program in the Bay Area that offers weekly ranch cutting and team penning during the late spring through the early fall.
- 🐾 Clinics, play dates, gymkhanas and shows – fun for riders of all ages and disciplines.
- 🐾 Social events with other like-minded equestrians. Some of these include community benefit drives, the Haunted House, annual Crab Feed, dinners, etc.
- 🐾 Discounted pricing on club rentals and advertising.

## Classified Ads

*Remember, classified ad submissions are due by the 21<sup>st</sup> of each month in order to be published in the next newsletter. NHI members get five free ads each year! If you have an ad you'd like to have published in the March newsletter, just send it to [NovatoHorsemen@Gmail.com](mailto:NovatoHorsemen@Gmail.com) by February 21. Advertising guidelines are on our [website](#).*



**Toni Shroyer**  
REALTOR®, SRES, TOP AGENT  
CalRE #01876201

**COLDWELL  
BANKER**  
RESIDENTIAL BROKERAGE

415.640.2754 Mobile  
tonishroyer@hotmail.com  
www.tonishroyer.com  
511 Sir Francis Drake Blvd.  
Greenbrae, CA 94904



**NOVATO HORSEMEN, INC.**  
 P.O. BOX 456, NOVATO, CA 94948  
**SENIOR MEMBERSHIP APPLICATION – 2022**

<i>To Be Completed By NHI</i>
.....
Check # _____ \$ _____
Date Voted In _____
Date Card Mailed _____

Name of Member \_\_\_\_\_ Spouse \_\_\_\_\_  
 New Member(s)  Renewal(s)  Lifetime Member(s)

Mailing Address:

\_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

<u>Member</u>	<u>Spouse</u>
Phone: _____	Phone: _____
Email: _____	Email: _____

**Annual Dues**

Individual Membership  \$100.00    Associate Membership  \$25    Couples Membership  \$150.00  
 Individual Initiation/Late Fee  \$30.00    Couples Initiation/Late Fee  \$60.00

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

Sponsor's Name: \_\_\_\_\_ (required for new members)

**Areas of Interest (check all that apply!)**

Equestrian:  Horse Shows  Trail Tests  Cattle Events  Dressage  Gymkana  Jumping  Clinics

Other \_\_\_\_\_

Social Events:  Trail Rides  Meetings  Crab Feed  Haunted House  Dinner Dance  July 4th Parade

Other \_\_\_\_\_

Miscellaneous:  Work Parties  Bartending  Cooking  BBQ  Computer Tech  Contractor Skills

Other \_\_\_\_\_

**MEMBERSHIP AGREEMENT**

As a member, I hereby agree to abide by the Rules and Bylaws of Novato Horsemen, Inc. I understand that if I am a new member, I must attend a General Membership Meeting within 60 days of submitting this application to complete the requirements for membership. If I do not attend a meeting, the dues and initiation fee are retained by Novato Horsemen, Inc., and membership is canceled.

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

**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 _____	Signature – Contracting party _____
Date _____	Date _____
Printed Name _____	Printed Name _____

✂ \_\_\_\_\_ cut here \_\_\_\_\_



Name(s) \_\_\_\_\_

**Must attend a general membership meeting within 60 days to complete the requirements for membership**

Received by \_\_\_\_\_

Check # \_\_\_\_\_ Cash \_\_\_\_\_

Amount Received \$ \_\_\_\_\_

Today's Date \_\_\_\_\_

## 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") 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, 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 (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.

Signature -Contracting Party \_\_\_\_\_ Date \_\_\_\_\_

Signature -Contracting Party \_\_\_\_\_ Date \_\_\_\_\_

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

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