

REQUIRED WAIVER & RELEASE FORM

Please note that every person on the property must have a signed Park Release and a signed USEF Waiver and Release of Liability prior to entering the show grounds. To expedite the entry process, please submit both waivers for all members of your group (parents, grooms, etc.) with this entry form.



Paso Robles Horse Park LLC & Foundation

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER, AND INDEMNIFICATION AGREEMENT

THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING.

1. Consideration & Acknowledgment of Risk. In consideration for being permitted to participate in equestrian activities, including but not limited to competitions, training, riding, handling, and any related events at the Park, I, the undersigned, acknowledge and agree as follows:

a. I understand and acknowledge that equestrian activities are inherently dangerous and involve significant risks of serious bodily injury, illness (including communicable diseases), permanent disability, paralysis, or death to myself, my horse(s), and others. I further acknowledge that these risks include, but are not limited to, falls, collisions, unpredictable animal behavior, equipment failure, and the negligence of other participants, spectators, and event organizers.

b. I represent that I have the necessary training, experience, and physical ability to participate safely and that I will comply with all rules and regulations of the Paso Robles Horse Park Foundation (the "Foundation"), Paso Robles Horse Park, LLC ("PHRP"), and any governing equestrian bodies.

2. Waiver and Release of Liability. To the fullest extent permitted by law, I voluntarily release, waive, and discharge the Park, the Foundation, PHRP, and their respective officers, directors, managers, employees, agents, volunteers, affiliated organizations, insurers, sponsors, and vendors (collectively, the "Released Parties") from any and all claims, demands, causes of action, liabilities, costs, or expenses, including attorney's fees, arising out of or related to any injury, death, or property damage that I, my horse(s), or my guests may suffer while at the Park, whether caused by the negligence of the Released Parties or otherwise.

3. Express Assumption of Risk. I voluntarily assume all risks of injury or death for myself and my horse(s), and for property damage associated with my participation in equestrian activities at the Park, including risks that may arise from the negligence of the Released Parties.

4. Indemnification and Hold Harmless. I agree to indemnify, defend, and hold harmless the Released Parties from any claims, damages, liabilities, costs, or expenses (including attorney's fees) arising from:

- a. Any injury, death, or property damage caused by me or my horse(s) while at the Park;
- b. Any claims brought by third parties against the Released Parties due to my actions or the actions of my horse(s); and
- c. Any failure on my part to comply with Park rules or applicable regulations.

5. Waiver of Unknown Claims (California Civil Code § 1542). I expressly waive any rights under **California Civil Code § 1542**, which states:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I acknowledge that I understand the significance of this waiver and that I am giving up any potential future claims that I may not presently be aware of.

6. Scope & Binding Effect. This agreement is binding upon me, my heirs, assigns, legal representatives, and any minors for whom I am signing as a parent or legal guardian. If any provision of this agreement is held invalid, the remainder shall remain in full force and effect.

7. Governing Law & Jurisdiction. This agreement shall be governed by and construed under the laws of the State of California. Any disputes arising under this agreement shall be resolved exclusively in the state or federal courts located in San Luis Obispo County, California.

ACKNOWLEDGMENT OF UNDERSTANDING

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND VOLUNTARILY AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Name - Print

Participant Signature

Date

Parent/Legal Guardian Name - Print

Parent/Legal Guardian Signature

Date