



**RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT  
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING**

The undersigned, as a Participant/Spectator/Visitor/Volunteer/Member (collectively “**Participant**”), on his/her own behalf and, as the Parent/Legal Guardian of a minor Participant (all included as “**Participant**”), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, Defend and Indemnification Agreement (“**Release**”):

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities, as well as merely being near a horse or pony (collectively “**equine**”), including, illness, injury, death, property damage, or any other loss (collectively “**Loss**”) resulting from faulty tack and equipment, a failure of Released Parties to make a reasonable and prudent effort to determine the ability of the Participant to engage safely in the Equine Activity or manage safely the particular equine, and/or the result of a dangerous latent condition, as well as: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii) The unpredictability of an equine's reaction to sounds (ex.: machinery, equipment, doors, rain, wind, thunder, voices, ATV's, gun shots, cars, trucks, snakes, etc.), sudden movement (ex.: rider falling, loose horse, loose dogs, etc.), and unfamiliar objects (ex.: jumps, poles, barrels, flowers, water, flags, golf carts, etc.), persons (ex.: riders, visitors/guests, spectators, etc.), other animals (ex.: leashed or unleashed dogs, cats, wildlife, ground squirrels, etc.), or other things; (iii) Certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery, hard, or deep footing or flooring, construction material, other dangerous latent conditions of the property, etc.); (iv) Collisions with other equines or objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to participant or others, such as failing to maintain control over the equine, or not acting within his or her ability. Participant understands the Loss that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and potentially dangerous, even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties to list all possible equine-related risks. Participant agrees that no warranties or representations as to the condition or safety of The Horse Park at Woodside (“**HPW**”) facility have been made and that the HPW does not provide training or supervision of Equine Activities. Participant agrees that engaging in Equine Activities under this Release includes, but is not limited to, those defined under California law, as well as petting, leading, feeding, watering, bathing, and/or grooming an equine, observing an Equine Activity, or assisting with any of these activities, and otherwise interacting with or merely being in the vicinity of equines (collectively “**Equine Activity**” or “**Equine Activities**”). Participant understands and agrees that HPW requires the wearing of an ASTM-standard F1163/SEI-certified equestrian helmet (“**Helmet**”) for anyone riding an equine. Participant is not relying on Released Parties to provide, check for proper fitting, or monitor the wearing of, a Helmet. Participant agrees to execute this Release and accepts responsibility for its execution by anyone at the HPW facility at Participant’s request, invitation, or permission, whether or not they are engaging in Equine Activities. Participant agrees to at all times to be responsible for his/her personal health and safety, to purchase and maintain his/her own insurance, remain financially responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities or merely being present on property owned, leased, rented, visited, organized upon, or otherwise occupied or utilized by the Released Parties, regardless of the reason for Participant’s presence at the HPW facility. The following shall be included as Released Parties under this Release: HPW and its subsidiaries, agents, assigns, trustees, employees, employers, directors, officers, volunteers, contractors, guests, visitors, members, managers, or others acting on their behalf (collectively “**Released Parties**”). Participant acknowledges that he/she hereby waives on his/her behalf and on behalf of his/her heirs and assigns, and fully understands the effect of such waiver, all benefits flowing from any state statute that would otherwise limit the scope of this Release, including but not limited to **Section 1542 of the California Civil Code**, which provides: “A general release does not extend to claims which Participant does not know or suspect to exist in his or her favor at the time of executing the Release, which if known by him or her must have materially affected his or her settlement with the Released Parties.”

2. **Release/Hold Harmless/Defend/Indemnify/Photo Release:** Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any illness, injury, death, damage, or other loss (collectively “**Loss**”) incurred by Participant or Participant’s property, even if such Loss is caused by negligence or other fault of Released Parties (except gross negligence or recklessness). Participant grants permission for Released Parties to use Participant’s photograph and video depictions in any format regarding or relating to Equine Activities or other activities at the HPW facility. Participant acknowledges that all negatives, video footage and digital recordings are the sole and exclusive property of HPW. To the extent that Participant may have rights in these materials, **Participant hereby irrevocably transfer and assign** all right, title and interest in the materials worldwide, including all copyrights, to HPW.

3. **Governing Law/Time Limitation/Attorneys’ Fees/Jury Waiver:** This Release shall be construed and enforced in accordance with California law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in Santa Clara County, CA. Participant submits to this jurisdiction and venue for such purposes. Participant agrees that this Release does not expire and that any and all claims and/or causes of actions for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date the Loss occurred, and any claim for personal property Loss is limited to Two Hundred Fifty Dollars (\$250). Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action, proceeding, or claim brought by Participant against Released Parties on any matters related to, arising out of, or connected with this Release.

4. **Severability/Modification:** If any provision of this Release or its application is determined invalid or unenforceable, neither the remainder of this Release nor the application of such provision shall be affected thereby. Each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and an authorized agent of HPW.

5. **Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends to be bound by all of these terms and conditions, certifies that Participant signs below voluntarily, understands that the signing below is required for Participant to participate in HPW Equine Activities, and knows that Participant has other facilities to choose from to engage in Equine Activities.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Participant signing on my own behalf and if applicable on behalf of my minor child

Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Emergency Contact Name/Phone/Relationship: \_\_\_\_\_

Minor Participant’s Name and Date of Birth: \_\_\_\_\_