





PASO ROBLES  
HORSE PARK

### 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



## FEDERATION ENTRY AGREEMENT

By entering a Federation-licensed Competition and signing this entry blank as the Owner, Lessee, Trainer, Manager, Agent, Coach, Driver, Rider, Handler, Vaultor or Longeur and on behalf of myself and my principals, representatives, employees and agents, I agree that I am subject to the Bylaws and Rules of the United States Equestrian Federation, Inc. (the "Federation") and the local rules of \_\_\_\_\_ (Competition). I agree to be bound by the Bylaws and Rules of the Federation and of the competition. I will accept as final the decision of the Hearing Committee on any question arising under the Rules, and agree to release and hold harmless the competition, the Federation, their officials, directors and employees for any action taken under the Rules. I represent that I am eligible to enter and/or participate under the Rules, and every horse I am entering is eligible as entered. I also agree that as a condition of and in consideration of acceptance of entry, the Federation and/or the Competition may use or assign photographs, videos, audios, cable -casts, broadcasts, internet, film, new media or other likenesses of me and my horse taken during the course of the competition for the promotion, coverage or benefit of the competition, sport, or the Federation. Those likenesses shall not be used to advertise a product and they may not be used in such a way as to jeopardize amateur status. I hereby expressly and irrevocably waive and release any rights in connection with such use, including any claim to compensation, invasion of privacy, right of publicity, or to misappropriation.

If not currently a USEF Active Competing member or Subscriber and competing only in classes that are exempt from membership requirements, I acknowledge and agree that I will be enrolled at no cost as a USEF Fan and my USEF Fan Account will continue to annually automatically renew unless and until USEF determines in its sole discretion to terminate my Fan account. Additionally, I acknowledge that the benefits of a USEF Fan are subject to change without notice. The construction and application of Federation rules are governed by the laws of the State of New York, and any action instituted against the Federation must be filed in New York State.

**BY SIGNING BELOW, I AGREE** that I have read, understand, and agree to be bound by all applicable Federation Bylaws, rules, and policies including the USEF Safe Sport Policy and Minor Athlete Abuse Prevention Policies (MAAPP) as published at [www.usef.org](http://www.usef.org), as amended from time to time, as well as all terms and provisions of this Prize List. If I am signing and submitting this Agreement electronically, I acknowledge that my electronic signature shall have the same validity, force and effect as if I affixed my signature by my own hand.

### RIDER/DRIVER/HANDLER/VAULTER/LONGEUR (mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### TRAINER (mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent/Guardian Signature: (Required if Rider/Driver/Handler/Vaultor/Longeur is a minor) \_\_\_\_\_

Print Parent//Guardian Name: \_\_\_\_\_ Emergency Contact Phone No. \_\_\_\_\_

Is Rider/Driver/Vaultor a U.S. Citizen:  Yes  No

### OWNER/AGENT (mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### COACH (if applicable)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_



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

For and in consideration of United States Equestrian Federation, Inc. dba US Equestrian ("USEF") allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaultor, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a USEF sanctioned, licensed or approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and \_\_\_\_\_ ("USEF Event" or "USEF Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

**A. RULES AND REGULATIONS:** I hereby agree that I have read, understand, and agree to be bound by all applicable Federation Bylaws, rules, and policies including the USEF Safe Sport Policy and Minor Athlete Abuse Prevention Policies (MAAPP) as published at [www.usef.org](http://www.usef.org), as amended from time to time.

**B. ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any USEF Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the USEF Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

### EQUINE ACTIVITY LIABILITY ACT WARNING:

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

**Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

**C. ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the USEF Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any USEF Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any USEF Event.

**D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in any USEF Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USEF, USEF Recognized Affiliate Associations, the United States Olympic & Paralympic Committee (USOPC), USEF clubs, members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any USEF Event; any charity or other beneficiary which may benefit from the USEF Event; the owners, managers, or lessors of any facilities or premises where a USEF Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the USEF Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

**E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.**

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any USEF Event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

**The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.**

RIDER/DRIVER/HANDLER/VAULTER/LONGEUR  OWNER  TRAINER  OFFICIAL  STAFF  VOLUNTEER  COACH (IF APPLICABLE)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Parent/Guardian Signature: (Required if Rider/Driver/Handler/Vaultor/Longeur is a minor) \_\_\_\_\_ Date: \_\_\_\_\_

Print Parent//Guardian Name: \_\_\_\_\_ Emergency Contact Phone No. \_\_\_\_\_



PASO ROBLES  
HORSE PARK



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# Feed Order Form

Order Date \_\_\_/\_\_\_/\_\_\_ Time \_\_\_ : \_\_\_ am/pm  
 Delivery Date \_\_\_/\_\_\_/\_\_\_ Time \_\_\_ : \_\_\_ am/pm

Trainer \_\_\_\_\_ Ordered By \_\_\_\_\_  
 Barn \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Event \_\_\_\_\_

			GRAINS	Quantity	Cost
			Alfalfa Hay Pellets	_____	_____
			Alfalfa/Bermuda Hay Pellets	_____	_____
			Timothy Hay Pellets	_____	_____
			Wheat Bran	_____	_____
			Natural Glo Pellets (Rice Bran)	_____	_____
			Shredded Beet Pulp	_____	_____
			Omolene 200	_____	_____
			Purina Equine Senior	_____	_____
			Strategy GX	_____	_____
			Ultium	_____	_____
			Triple Crown Senior	_____	_____
			Triple Crown Senior Gold	_____	_____
			Triple Crown Perform Gold	_____	_____
			Triple Crown 30% Balancer	_____	_____
			Triple Crown Ground Flax Seed	_____	_____
			Triple Crown Low Starch	_____	_____
			Elk Grove Stable Mix	_____	_____
			Elk Grove Stable Mix Lite	_____	_____
			Elk Grove Stable Mix Senior	_____	_____
			Elk Grove Stable Mix Senior w/ G&C	_____	_____

	Quantity	Cost
SHAVINGS	_____	_____
ICE	_____	_____
HAYS		
Alfalfa	_____	_____
Timothy	_____	_____
Orchard	_____	_____

TOTAL COST

**Bill To:**  
 Individual Account \_\_\_\_\_  
 Trainer Account \_\_\_\_\_

<b>OFICCE USE ONLY</b>	<b>Entry#</b>	<b>Barn#</b>	<b>Stall#</b>
_____	_____	_____	_____

Delivered By \_\_\_\_\_

**FEED & BEDDING ORDERS CAN BE MADE AT PASOROBLESHORSEPARCOM/FEED-BEDDING**

# Credit Card Authorization Form



Please complete all fields. You may cancel this authorization at any time by contacting **office@pasorobleshorsepark.com**. This authorization will remain in effect until canceled.

Credit Card Information	
<b>Card Type:</b> <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other: _____	
<b>Cardholder Name</b> (as shown on card):	
<b>Card Number:</b>	
<b>Expiration Date</b> (mm/yy):	<b>CVV Code:</b>
<b>Cardholder ZIP Code</b> (from credit card billing address):	

I, \_\_\_\_\_, authorize the Paso Robles Horse Park Foundation to charge my credit card above for agreed upon purchases. I understand that my information will be saved on file for future transactions on my account.

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Date**