

LIABILITY RELEASE

- A. Policies and code of conduct: I hereby agree to be bound by all applicable rules and policies of the facility.
- 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 equine 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 management and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").
- 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 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 equine activity. 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.
- D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any equine activity, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: ASM, ASM management, City of Los Angeles Recreation and Parks and employees, equine activity 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 equine event; the owners, managers, or lessors of any facilities or premises where an 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 equine activity, 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.

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.

RIDER/DRIVER/HANDLER Signature:	Date:
Print Name:	
Parent/Guardian Signature: (Required if Ric	der/Driver/Handler/Vaulter/Longeur is a minor)
	Date:
Print Parent//Guardian Name:	
Emergency Contact Phone No	

WAIVER & RELEASE FOR EQUESTRIAN TRAILS, INC., ACTIVITIES

This Is A Waiver of Your Legal Rights, And An Agreement Not To Sue Serious Injury Or Death May Result From Riding Or Being Near Horses

ETI Eve	_{nt} Corral 38	Easter Field	d, Griffith Park 4/20/25
1.	Easter Service Event Participant's Name (print):		
	Address:	City:	State:Zip
	Telephone: () Email:		ETI Member If Yes, Corral #:

2. <u>Liability Release.</u>

In consideration for Equestrian Trials, Inc. ("ETI") allowing me or my child to voluntarily participate in its activities, I agree as follows:

- a. This agreement, waiver and release applies to ETI and to ETI's affiliated Corrals, committees, employees, predecessors, successors, attorneys, insurers, members and volunteers who are working in the course and scope of their duties on behalf of ETI, including its affiliated Corrals, at the time of occurrence of any act or omission which is later alleged to be a cause or contribution to a claim for injury, damages or death ("Released Parties");
- b. I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me, my minor children, my horse and my property, and legal liability of every nature, including the negligent acts or omissions of any Released Parties, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of participation in the past, present or future ETI activities (including equestrian activities, such as the riding, use of, or being near, horses, whether at an arena, stable or on a trail ride in association with ETI) and I assume all risks of injury or death as set forth in this release;
- c. I shall not bring any lawsuit, action or proceeding against any Released Parties, even if they engage in negligent conduct; and
- d. I make this agreement, waiver and release for and on behalf of myself, my spouse, my child and/or ward, heirs, administrators, successors, representatives and assigns.

3. Activity Risk.

I understand that some ETI activities take place in isolated or wilderness areas over rough terrain, and/or trails of unknown condition and others take place on land or in facilities owned and managed by others from whom such land or facilities are borrowed or rented. I understand that the organizers, workers and members involved in ETI activities are not professionals in the horse industry, or in the planning or conducting of trips or camping events, or in other areas of expertise involved in ETI activities. I also understand that horseback riding is a rugged adventure, recreational sport activity. I am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my horse, which are always present in ETI activities, on or near horses. I understand that pregnant women are specifically advised not to ride horses. I understand that ETI is a non-profit club of private individuals who have come together to support and enjoy recreation-oriented activities.

4. Nature of Horses.

I understand that no horse is completely safe, and the Released Parties make no representations or guarantees regarding the safety, training or suitability of any horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If I fall from a horse to the ground, it will generally be at a distance of 4 to 6 feet, and the impact will injure me. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be danger if it is frightened or provoked, or for no reason whatsoever.

5. <u>Conditions of Nature & Locations.</u>

I agree that the Released Parties are not responsible for acts, occurrences or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include thunder, lightning, rain, wind, wild and domestic animals, insects, other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land which is subject to constant change according to weather, temperature, natural and manmade

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objects. The Released Parties have not inspected, and make no representations or warranties concerning the safety or condition of, any trail, camping site, arena and/or other location of ETI events.

6. Helmet Warning.

I am aware that protective head gear which meets or exceeds the quality standards of the SEI certified and ASTM standard F1163 equestrian helmet, should be purchased and worn by me and/or my child while riding and being near horses, and the wearing of such helmet may reduce the severity of some head injuries and may prevent my serious injury or death as a result of a fall or other occurrence. If I or my minor child do not wear a helmet, it is because we so choose.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS TWO-PAGE WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT.

Dated:	Participant's Signature:
	(Printed Name)
FURTHER AGREES, PURSUAI	SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON TO PARAGRAPH 2, ABOVE, TO RELEASE AND INDEMNITY THE RELEASED PARTIES FOR ANY INJURY OR DR ON BEHALF OF, SUCH MINOR:
Minor's Birth Date:	
Dated:	Signature:
Relationship to Minor:	
	(Printed Name of Signor)
Description of Event Where	

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