



General Agreement & Release of Liability

I/Member: _____, hereby acknowledge that I have requested permission to participate in equestrian or other activities on the premises (the "Premises") of **The Horse Park at Woodside** ("HPW"). I am aware that equestrian activities, including the teaching, training or coaching thereof can be hazardous and includes risks and dangers including, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases), trauma, pain and suffering, disability, paralysis and death, loss of or damage to personal property, exposure to extreme conditions and circumstances, accidents, collisions; and other undefined, not readily foreseeable and presently unknown risks and dangers. I am voluntarily assuming the risk and danger of injury or death inherent in the participation in equestrian or other activities on the Premises.

Furthermore, I hereby grant permission to HPW and its authorized agents ("Agents") while on the Premises (i) to photograph, film and/or videotape me and (ii) to use, publish and/or archive photographic images and/or voice recordings of me (collectively, the "Images") in any and all forms and media without approval or compensation. I acknowledge that all negatives, video footage and digital recordings of the Images are the sole and exclusive property of HPW. To the extent that I may have rights in the Images, **I hereby irrevocably transfer and assign** all right, title and interest in the Images worldwide, including all copyrights, to HPW.

In consideration for being permitted to use the Premises, I hereby agree that I, my heirs, my distributees, guardians, legal representatives and assignees **will not make a claim against, sue, attach the property of, or prosecute** HPW, its landlord, directors, officers, members, employees or assignees (the "Released Parties"), for any claim I now have or may hereafter have for death, injury or property damage, which may arise from or be in any way connected to my use of or presence upon the Premises, whether caused by my acts of omission or negligence or anyone else's. To the fullest extent permitted by law, **I shall defend, indemnify and hold harmless** the Released Parties for and against any and all claims, damages, losses, expenses and liabilities of every kind in any way arising out of or in connection with my activities under this agreement. This indemnity shall apply regardless of any active and/or passive negligent act or omission of the Released Parties. In addition, it is understood that any and all insurance that I have shall be primary.

I have read and understand the following language of Section 1542 of the California Civil Code which provides "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the Debtor." Having reviewed this provision, I nevertheless voluntarily release the Released Parties from any and all liability for claims arising out of the matters set forth herein. I understand the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action. Furthermore, I acknowledge that I intend these consequences even as to claims for injury or damages that may exist as of the date of the release, but which I may not know exist, and which, if known, would materially affect my decision to execute this release, regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

I have carefully read this release, waiver of liability, assumption of risk, indemnity agreement and promise not to sue and fully understand its contents. I acknowledge that this document is a contract and agree that if a lawsuit is filed against the Released Parties for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred by the Released Parties in defending such an action.

I acknowledge that I have read and understand rules established by HPW for activities on the Premises. Furthermore, I agree to comply with all rules and policies, and I am aware that I am responsible for following all rule/policy updates as they become available on the HPW website. I understand that violation of the rule and/or policies of HPW may result in removal from the property and the revocation of my membership to The Horse Park.



Signature (required): _____
(Must be signed by a Parent or Guardian if Member is under the age of 18)

Print Name: _____

Emergency Contact Name(s): _____

Emergency Contact #(s): _____