

## 22<sup>nd</sup> District Agricultural Association / DEL MAR HORSE PARK

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FOR EQUESTRIAN-RELATED ACTIVITIES

1. I, \_\_\_\_\_, THE UNDERSIGNED, AGREE AND ACKNOWLEDGE THAT I AM FULLY INFORMED THAT THERE ARE NUMEROUS INHERENT HAZARDS AND RISKS ASSOCIATED WITH ALL EQUESTRIAN-RELATED ACTIVITIES. I am aware that my participation in horseback riding, training, competition, feeding and grooming of horses, attendance at equestrian events, and all other equestrian related activities involves numerous risks of injury. A horse or pony may, without warning or apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on or push people and other animals, that horse or pony saddles and bridles may loosen or break, each of which may cause me serious injury or death. Horses are 5 to 15 times larger and 20 to 40 times more powerful, and 3 to 4 times faster than a human. I fully understand that these risks can lead to substantial and severe bodily injury, permanent disability, and loss of life because of the unpredictable nature and irrational behavior of horses regardless of past training and performance. Moreover, these injuries may occur in the absence of any prompt and competent medical assistance. I FREELY ASSUME THESE RISKS.
2. I expressly acknowledge and agree that the participation of myself or my minor child or ward, is voluntary, agree that equestrian-related activities are inherently dangerous and involve the risk of serious injury and/or death and/or property damage. I expressly assume any and all risks of injury or loss to myself, my minor child or ward, and others, as a result of my participation and activity at the Del Mar Horsepark.
3. By signing this Release of Liability, Waiver of Claims, Express Assumption of the Risk, and Indemnity Agreement ("Release and Indemnity"), I agree that the 22<sup>nd</sup> District Agricultural Association, a state institution ("District,"), which owns and operates the Del Mar Horsepark, shall not be liable for any damage, injury, and/or death of myself, any Horse in which I have any interest, and/or my minor child or children, resulting from the inherent risks of equine-related activities.
4. I expressly acknowledge and agree that the risks described in this Release and Indemnity are just some of the risks, and I agree to assume, on my behalf or on behalf of my minor child, all of the risks described in this Release and Indemnity and any and all other risks not mentioned in this Release and Indemnity. I also expressly acknowledge and agree that I am not relying on the District to list all of the possible risks for me.
5. This Release and Indemnity is intended to be as broad and inclusive as is permitted by the law of the State of California in which the activities are conducted and that if any portion thereof is held invalid or unenforceable, it is agreed that the remaining provisions of this agreement shall not be affected or impaired and shall continue in full legal force and effect.
6. As lawful consideration for being permitted to participate in and/or observe equestrian-related activities, to the fullest extent allowed by law, I agree to release from any legal liability and agree not to sue the 22<sup>nd</sup> District Agricultural Association, Del Mar Horsepark, the State of California, and their respective officers, officials, directors, employees, agents, promoters, and lessees of premises and each of them, (collectively, "Releasees") from any and all liability on account of or in any way resulting from personal injury or death to myself and/or my minor child, and from liability for

property damage, caused by or resulting from any participation in equestrian-related activities whether or not such injury or death was caused by alleged negligence.

**I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

**In the event that a minor child is on or using the Del Mar Horsepark, I, as the minor's parent or guardian, am authorized to sign this agreement on behalf of that minor and agree that all provisions of this agreement shall apply to and be binding upon myself and the minor, whose full name and birth date are: \_\_\_\_\_.**

<b>Signature</b>  THIS IS A RELEASE
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<b>Print Full Name</b>  THIS IS A RELEASE	<b>Address &amp; Telephone #</b>  
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