

PENINSULA EQUESTRIAN CIRCUIT, INC.
RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT

I am aware and fully understand that horses can be dangerous and unpredictable animals. I realize that participants and even spectators attending equestrian activities place themselves in a potentially hazardous environment that poses a substantial risk of injury to persons and property, and that occasionally serious injury or even death to riders, horse-handlers, spectators and horses occurs. Nevertheless, by signing this agreement, I hereby, knowingly and voluntarily, with full appreciation for the danger involved, assume all risks of injury to my person, my children, my horse(s) and my property, no matter how catastrophic and no matter the cause, which may occur as a result of my participation in or attendance at, or my child's participation in or attendance at, any equestrian activity operated by Peninsula Equestrian Circuit, Inc. ("Association") including the use of the property, facilities and equipment, for any purpose, relating to any Association activity or event.

In consideration for allowing me to participate and/or be a spectator at Association activities and events, on behalf of myself, my legal representatives, heirs, assigns and estate, I hereby release and hold harmless (agree not to make a claim against or sue) the Association, its officers, directors, employees, volunteers, and agents (collectively "Association Personnel"), the owner(s) of property at which Association activities or events are conducted (including the City of Rolling Hills Estates), and/or the operators of Association activities or events, and their respective employees, volunteers, agents and assigns, from any and all duty, liability and responsibility to me and my children, our legal representatives, heirs, assigns and estate, that may arise from any accident, damage, injury or illness to me, my children, my horse(s) or my property, as a result of my use or my child's use of the Association's property, facilities or equipment, and/or my participation in or attendance at, or my child's participation in or attendance at, equestrian activities or events, including, but not limited to, any and all damage, injury or illness to me, my children, my horse(s), or my property that may arise from the negligent acts or omissions (whether active and/or passive) of the Association Personnel, including, but not limited to, any and all damage, injury or illness to me, my children, my horse(s), or my property, that may arise from the negligent acts or omissions (whether active and/or passive) of the Association Personnel. In accordance with California Civil Code section 1668, this release of liability does not exempt the Association from responsibility for any fraud, or willful injury to the person or property of another, or from any violation of law. I further agree to defend, indemnify and hold harmless the Association, the property owners and their employees, volunteers, agents and assigns, against all claims, demands and causes of action (which includes, but is not limited to, court costs and attorneys' fees), brought by or prosecuted for my benefit or that of my children (i.e., pay any loss or damage that they may incur, including attorney's fees and costs).

I agree that this release extends to all claims of every kind and nature whatsoever whether known or unknown, foreseen or unforeseen, and expressly waive any benefits of California Civil Code section 1542, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR 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 DEBTOR."

I understand and acknowledge that the significance and consequence of this waiver of California Civil Code section 1542 is that even if me, my child, my horse or my property is injured, damaged or becomes ill, I, and my legal representatives, heirs, assigns and estate will not be able to make any claims for those damages.

By signing this release, I hereby grant the Association, their employees, volunteers, agents and assigns my permission to initiate emergency first aid treatment for myself and/or my children in the event such treatment is reasonably required, which determination may be made at their sole discretion. I further agree and understand that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion of this Agreement is held invalid, then it is agreed that the remainder of this Agreement shall continue in full force and effect.

I have carefully read this Agreement, fully understand its contents, and agree to each statement set forth herein. I am aware that this is a release of liability and a contract between me and Peninsula Equestrian Circuit, Inc. and I sign it of my own free will.

(Each member and/or participant who is 18 years of age or older must sign this Release. Also a parent or legal guardian must sign this Release on behalf of any member under 18 years of age).

Signature: _____

Date: _____

Print Name: _____

On behalf of myself and as parent/legal guardian of (a minor): _____