

Participants name: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION,
AND ARBITRATION AGREEMENT**

Notice – By signing this document you are waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in programs and events (“Programs”) at Sugarland Horse Park (the “Host”) and on property owned by Clark Structural, LLC and Clark Woodland, LLC (collectively “Clark”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host and/or Clark arising out of the Participant’s participation in the Programs. the use of any equipment provided by the Host (“Equipment”) or participating in Programs on property owned by Clark. The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host or Clark, or their owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional misconduct;
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of the Host or Clark, or their owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs, using the Equipment and participating in the Programs on property owned by Clark, which may be both foreseen and unforeseen and include serious physical injury and death. Such risks include, but are not limited to, risks that a horse may, without warning or any apparent cause, buck, fall, stumble, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person; that Equipment may loosen, break, or not function as expected, all of which may result in serious physical injury or death;
- 3) **TO RELEASE** the Host, Clark, their owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training, and including while on property owned by Clark; and
- 4) **TO INDEMNIFY** the Host and Clark, and their owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment, including while on property owned by Clark.

Arbitration

The Participant, and the Participant’s parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute with Host or Clark, or their owners, affiliates, operators, employees, agents, and/or officers arising from participation in the Programs to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the “Panel”), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates an equestrian business in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court for the Eastern District of California, utilizing the selection criteria for the neutral arbitrator as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators,

and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall be held in Yolo County and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. As a threshold matter, the Panel shall confirm whether the waiver and release contained in this Agreement are enforceable under applicable law.

Photography/Videography Release

Participant hereby grants to the Host and Clark, and their representatives, and employees the right to take **photographs and video of Participant** in connection with Participant’s participation in the Programs. Participant hereby authorizes the Host and Clark to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host and Clark may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host’s equipment and location, including those portions of property owned by Clark used for Programs, before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense and good judgment*.

The undersigned expressly agrees that the foregoing release, waiver of claims, indemnification and arbitration provisions are governed by the laws of the State of California and are intended to be as broad and inclusive as is permitted by California law, and that in the event any portion of thereof is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of remaining portions shall not be affected or impaired in any way and shall continue in full legal force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE HOST AND CLARK, AND THEIR OWNERS, AFFILIATES, OPERATORS, EMPLOYEES, AGENTS AND OFFICERS.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant’s Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Address: _____

Phone: _____ Email: _____