

**WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For and in consideration of California Dressage Society and the Valley Oaks Chapter CDS, allowing me, the undersigned to participate in any capacity (including as a rider, driver, handler, lessee, owner, agent, coach, official, trainer, coach, or volunteer) in a California Dressage Society or Valley Oaks Chapter CDS sanctioned, licensed or approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and this _____ California Dressage Society and/or Valley Oaks Chapter CDS Event. I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executor, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree that I have read, understand, and agree to be bound by all applicable California Dressage Society and USEF Bylaws, rules, and policies as published by the California Dressage Society and the USEF and amended from time to time. I also agree that as a condition of and in consideration of acceptance of entry, California Dressage Society or The Valley Oaks Chapter CDS and/or the Competition may use or assign photographs, videos, audios, cable - casts, broadcasts, internet, film, new media or other likenesses of me and my horse taken during the course of the competition for the promotion, coverage or benefit of the competition, sport, or the Federation. Those likenesses shall not be used to advertise a product and they may not be used in such a way as to jeopardize amateur status. I hereby expressly and irrevocably waive and release any rights in connection with such use, including any claim to compensation, invasion of privacy, right of publicity, or to misappropriation.

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 California Dressage Society or Valley Oaks Chapter CDS 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 and equipment) arising out of the unpredictable behavior of horses; exposures to extreme conditions and circumstances; accidents involving others 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; sit beyond the immediate control of California Dressage Society or the Valley Oaks Chapter CDS Event organizers, volunteers and management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

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 professionals not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

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 California Dressage Society or Valley Oaks Chapter CDS 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, loses, or expenses that I incur as a result of my participation in any California Dressage Society or Valley Oaks Chapter CDS Events. 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 at any California Dressage Society or Valley Oaks Chapter CDS Event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any California Dressage Society or Valley Oaks Chapter CDS Event, I hereby release,

waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: California Dressage Society, Valley Oaks Chapter CDS, CDS Recognized Affiliate Associations, CDS club members, event participants (including athletes/riders, coaches, trainers, instructors, judges/officials and other personnel), licensee, and event managers, promoters, sponsors, or advertisers of any California Dressage Society or Valley Oaks Chapter CDS Event; any charity or other beneficiaries which may benefit from the California Dressage Society or Valley Oaks Chapter CDS Event; the owners, managers, or lessors of any facilities or premises where a California Dressage Society or Valley Oaks Chapter CDS 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 California Dressage Society or Valley Oaks Chapter CDS Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVER-ABILITY 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 California Dressage Society or Valley Oaks Chapter CDS 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.

Signature _____ date _____

Print Name _____

If under 18 y.o. Parent/Guardian Signature _____

date _____

Parent/Guardian Name _____

Emergency Contact Phone No. _____

Name of contact person _____