

**ASSUMPTION OF RISK, RELEASE OF LIABILITY
And INDEMNIFICATION AGREEMENT**

THE EVENT DERBY™ AT Flintridge Riding Club

1. In consideration of the use of the premises of the Flintridge Riding Club, the undersigned recognizes and agrees that participation in horse sports and horse-related activities is DANGEROUS AND HAZARDOUS, AND MAY EVEN LEAD TO PERMANENT INJURY OR DEATH.
2. Recognizing and agreeing to the same, the undersigned knowingly and expressly ASSUMES ANY AND ALL RISK of loss or bodily injury and AGREES TO HOLD HARMLESS, REGARDLESS OF NEGLIGENT ACTS OR OMISSIONS, the Flintridge Riding Club, its members, agents, and employees, and any instructor, lessee, operator, or contractor, or employees thereof, (collectively, "Club") and Wendy Wergeles, Dana Sachey, Raintree Ranch Equestrian Center, including its volunteers, contractors, instructors, operators or employees thereof (collectively "The Event Derby").
3. In addition to the above ASSUMPTION OF RISK AND AGREEMENT TO HOLD HARMLESS, the undersigned knowingly and expressly RELEASES the Club and The Event Derby of ANY ACTS OF NEGLIGENCE, WHETHER ACTIVE OR PASSIVE.
4. This Agreement is made on behalf of the undersigned, and any guest or relative of the undersigned, including minor children or wards thereof, and shall include the payment of any attorney's fees, and cost of suit, if any.
5. The undersigned shall be responsible for any injury or damage that may be occasioned to any person by any horse brought onto the premises of Club by or for the use of the undersigned and shall indemnify Club and The Event Derby against all claims or demands of any nature that may grow out of an injury or damage occasioned by said horse(s) or arise from the negligence of the person(s) in charge of such horse(s).
6. Every entry at this event shall constitute an agreement and affirmation that all participants (which include without limitation, the owner, lessee, trainer, manager, agent, coach, driver, rider, handler, and the horse), for themselves, their principals, representatives, employees, and agents: (1) shall be subject to the rules of the competition; (2) represent that every horse, rider, driver, handler is eligible as entered; (3) agree that as a condition of and in consideration of acceptance of entry, they authorize the competition management to market, transfer, assign, or otherwise make use of any photographs, likenesses, films, broadcasts, cablecasts, audiotapes, or videotapes taken of the horse(s) and participant(s) while on the grounds, incident to, or in transit between the stabling facility and the event site, in any way they see fit for the promotion, coverage, or benefit of the event, or sport without compensation to any of them, so long as the use neither jeopardizes amateur status nor endorses a specific product or service, and hereby expressly and irrevocably waive and release any rights in connection with such use, including any claim to invasion of privacy, right of publicity, or to misappropriation.
7. THE UNDERSIGNED RECOGNIZES AND AGREES THAT BY EXECUTING THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, HE OR SHE IS WAIVING AND RELEASING VALUABLE LEGAL RIGHTS.
8. I hereby represent and agree that in the event that the entries hereby made are made for and on behalf of an exhibitor under the age of 18 years, that I am one of the parents of such minor, or duly appointed legal guardian of such minor, and as such am entitled to make this entry for and on behalf of such minor, and I further hereby represent and agree that in the event that the entry hereby made is for and on behalf of another person other than a minor under the age of 18 years, that I have full authority and privilege from such other person to make such entry for and on behalf of such other person.

Dated: _____

(Signature of Rider; must be adult)

(Print Name of Rider)

(Signature of Parent or Legal Guardian)

(Print Name of Parent or Legal Guardian)