



Bay Area Equestrian Connection LLC

4040 Woodside Road
Woodside, CA 94062

Tel: (650) 446-1414
www.FolgerStable.com

Participation Release of Liability

While client safety is a top priority for BAEC, despite all precautions equestrian activities can be dangerous. By signing this waiver I signify my full understanding that horses may behave in undesirable and unpredictable ways and that there is a possibility of injury and/or property damage. Occasionally serious injury or even death to riders, spectators and horses may occur. This is a legal agreement under which I, _____, the undersigned my heirs, assigns, personal representatives, estate AND minor(s) in my care _____, do in consideration of participation in horseback riding, lessons, training, handling, or other related activities hereby agree to release and discharge the property owners (San Mateo County) and facility operator (Bay Area Equestrian Connection, LLC), owners, operators, employees, officers, agents, contractors, volunteers, board members, heirs and assigns both individually and collectively (hereinafter "Providers") as follows:

I do hereby knowingly and voluntarily, with full appreciation for the dangers, assume all risks to my person, property, horse(s) and any minor(s) in my care, regardless of how catastrophic or what the cause may be, which occur as a result of riding, boarding, handling or being around horses at Wunderlich County Park located at 4040 Woodside Road, Woodside, CA.

Recommended riding attire includes: long pants or breeches, helmet and riding boots. Riding boots have a narrow toe and high heel for safety in the stirrups. A helmet that meets or exceeds the SEI certified ASTM standard is strongly recommended at all times while mounted on horseback. BAEC has helmets available for use. If I choose not to wear one, I knowingly and freely accept the additional safety risks. **I am aware that proper attire is my responsibility.**

I agree to defend, indemnify and hold harmless Providers against all claims, demands and causes of action (which includes court costs and attorney's fees). I agree that this release extends to all claims of every kind and nature whatsoever whether known or unknown and expressly waive any benefits of California Civil Code § 1542 which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. **This agreement is knowingly, willingly and freely given, and I fully understand that it is a release and waiver of certain rights I may have and shall act as a complete bar against any claims that might otherwise be brought.** I agree that the foregoing assumption of risk, waiver of liability for negligence and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California law. In the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. This agreement represents the entire agreement between me and Providers; it takes the place of all previous agreements and no modifications will be accepted. I agree that if despite this contract, I initiate legal action it must be brought in the Superior Court of San Mateo County, California and further agree that the substantive laws of the State of California shall apply. I acknowledge that this document is a legal contract and that the prevailing party of any action for injury or damage as a result of this contract shall be entitled to attorney fees.

Photograph Release – I authorize photographs taken by Providers of me and/or my above mentioned minor children to be used and published in print and/or electronic material for any purpose. _____ Initials

Print Name _____ Adult Signature _____

Print Name _____ Adult Signature _____

Address: _____

City: _____ State: _____ Zip: _____

Day Phone: _____ Evening Phone: _____

Date: _____ Email: _____

Emergency Contact: _____

Please indicate how you found out about us: _____