

**SCHOOLING SHOW ENTRY - DO NOT USE FOR SUNDAY! - SIGN BOTH FORMS!**

**FRESNO COUNTY HORSE PARK SCHOOLING HOW: March 25, 2017**

**ENTRIES CLOSE: March 17, 2017**

One Horse/Rider per form  
Horse may enter no more than two consecutive levels,  
even with multiple riders.

**COMPLETE THIS SIDE AND BOTH RELEASE FORMS**

**CHECKS PAYABLE TO:** Fresno County Horse Park

**MAIL TO:** Davenport, 17704 Alexandra Way, Grass Valley, CA 95949

HORSE INFORMATION	
<b>NAME OF HORSE:</b> _____	Breed/Breed Registry Initials: _____ Breed Registry Numbers (if available) _____  Sex: _____ Height: _____ Color: _____ Sire: _____ Dam: _____ Damsire: _____ Country of Birth: _____ Year Born: _____ Breeder: _____

RIDER INFORMATION (ALL INFORMATION REQUIRED)
<b>Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____ <b>Phone:</b> _____ <b>Cell:</b> _____ <b>Citizenship:</b> _____  <b>EMAIL:</b> _____  Rider Status (circle one): OPEN    ADULT AMATEUR    JR/YR

OWNER (SAME O.K. IF NO CHANGE FROM RIDER)
<b>Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____ <b>Phone:</b> _____ <b>Cell:</b> _____ <b>Citizenship:</b> _____ <b>EMAIL:</b> _____

TRAINER (SAME O.K. IF NO CHANGE FROM RIDER) (Adult on grounds who is responsible for horse)
<b>Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____ <b>Phone:</b> _____ <b>EMAIL:</b> _____

COACH INFORMATION
<b>Name:</b> _____

Class Numbers				TOTAL CLASS FEES:
Add AA, JR, YR, O - will be entered in O if not designated.				
				\$     Transfer to FEE COLUMN

STABLING INFORMATION
Reserve one stall (see fees)..... _____ Reserve tack stall (see fees)..... _____ Reserve grooming stall (see fees)..... _____  Note: separate signed entries must be submitted for non-competing horses. Stable with: _____  Person responsible on grounds AND phone: _____

FEES (first two fees are mandatory)	
CDFA - @\$5/horse	\$ 5.00
Office Fee	\$10.00
<b>CLASS FEES:</b> Transfer amount from Class Numbers	_____
<b>STALL FEES:</b> Transfer amount from Stabling Information	_____
Haul-in Fee @\$15/horse/day (Required of horses not stabling)	_____
<b>MISCELLANEOUS</b>	
CDS Junior Donation	_____
Region VII Donation	_____
Late/Change Fee	_____
Advertising/Sponsorship	_____
Non-competing horse @\$20/horse/day	_____
<b>TOTAL TO BE PAID:</b>	_____

**SCHOOLING SHOW ENTRY ONLY**

**ENTRY AGREEMENT - ALL PROVISIONS APPLY**

Owner/agent/participant agrees that show management is merely providing STABLING for the convenience of the participant and that management, the sponsoring organizations and the facility shall have no responsibility whatsoever for any injury, loss, damage, etc., as a result of using said stabling. Owner/agent/participant agrees to indemnify, defend, and hold all sponsoring and recognizing organizations, show management, their officials, officers, directors, employees, agents, personnel, volunteers harmless from any loss, damage or claims as a result of said use. Owner/agent/participant assumes all care, custody, and control with regard to this use. Owner/agent/participant agrees that every horse entered or which they bring to the show grounds will be subject to the rules of horse show management but that neither the horse show management nor any sponsoring organization will, in any case, be responsible for damages as a result of any loss, damage or claim that may occur. They agree to defend, indemnify and hold the horse show facility, horse show management, their directors, officers, officials and/or volunteers and affiliated organizations harmless therefrom.

I hereby agree to release, indemnify and hold harmless USDF, its instructors, officers, directors, agents, and volunteers from and against any and all loss, liability or damage arising from or because of, or in connection with, participation in this competition or related activities. I also hereby agree to release, indemnify and hold harmless the show management, show committee and members, officers, directors, agents, and volunteers from and against any and all loss, liability or damage arising from or because of, or in connection with, participation in this competition or related activities.

**FEDERATION ENTRY AGREEMENT**

By entering a Federation-licensed Competition and signing this entry blank as the Owner, Lessee, Trainer, Manager, Agent, Coach, Driver, Rider, Handler, Vaultor or Longeur and on behalf of myself and my principals, representatives, employees and agents, I agree that I am subject to the Bylaws and Rules of The United States Equestrian Federation, Inc. (the "Federation") and the local rules of Fresno County Horse Park, I agree to be bound by the Bylaws and Rules of the Federation and of the competition. I will accept as final the decision of the Hearing Committee on any question arising under the Rules, and agree to release and hold harmless the competition, the Federation, their officials, directors and employees for any action taken under the Rules. I represent that I am eligible to enter and/or participate under the Rules, and every horse I am entering is eligible as entered. I also agree that as a condition of and in consideration of acceptance of entry, the Federation 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. The construction and application of Federation rules are governed by the laws of the State of New York, and any action instituted against the Federation must be filed in New York State. See GR908.4

**FEDERATION RELEASE, ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION**

**This document waives important legal rights. Read it carefully before signing.**

I AGREE in consideration for my participation in this Competition to the following:

I AGREE that "the Federation" and "Competition" as used herein includes the Licensee and Competition Management, as well as all of their officials, officers, directors, employees, agents, personnel, volunteers and Federation affiliates.

I AGREE that I choose to participate voluntarily in the Competition with my horse, as a rider, driver, handler, vaultor, longeur, lessee, owner, agent, coach, trainer, or as parent or guardian of a junior exhibitor. I am fully aware and acknowledge that horse sports and the Competition involve inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death. ("Harm").

I AGREE to hold harmless and release the Federation and the Competition from all claims for money damages or otherwise for any Harm to me or my horse and for any Harm of any nature caused by me or my horse to others, even if the Harm arises or results, directly or indirectly, from the negligence of the Federation or the Competition.

I AGREE to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the Federation or the Competition.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the Federation and the Competition and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse while at the Competition. I have read the Federation Rules about protective equipment, including GR801 and, if applicable, EV114, and I understand that I am entitled to wear protective equipment without penalty, and I acknowledge that the Federation strongly encourages me to do so while WARNING that no protective equipment can guard against all injuries. If I am a parent or guardian of a junior exhibitor, I consent to the child's participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this Release on the child's behalf.

I represent that I have the requisite training, coaching and abilities to safely compete in this competition.

I AGREE that if I am injured at this competition, the medical personnel treating my injuries may provide information on my injury and treatment to the Federation on the official USEF accident/injury report form.

**BY SIGNING BELOW, I AGREE**

**to be bound by all applicable Federation Rules, the rules of this competition and all terms and provisions of this entry blank and all terms and provisions of this Prize List. If I am signing and submitting this Agreement electronically, I acknowledge that my electronic signature shall have the same validity, force and effect as if I affixed my signature by my own hand.**

**MANDATORY - Sign all 3 spaces - EVEN IF SAME PERSON**

**RIDER/DRIVER/HANDLER/VAULTOR/LONGEUR**

1.) Signature: \_\_\_\_\_  
Is Rider a U.S. Citizen: (Please circle): Yes No

Print Name: \_\_\_\_\_

**OWNER/AGENT**

2.) Signature: \_\_\_\_\_  
Is Owner a U.S. Citizen: (Please circle): Yes No

Print Name: \_\_\_\_\_

**TRAINER: Adult on grounds with responsibility for the horse.**

3.) Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**SIGN THE FOLLOWING IF APPLICABLE**

COACH Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

PARENT/GUARDIAN Signature - (Required if Rider/Driver/Handler is a minor): \_\_\_\_\_

<b>MANDATORY: Emergency Contact</b>	<b>Phone No.</b>
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## RELEASE OF LIABILITY, DEFENSE AND HOLD HARMLESS AGREEMENT

*This AGREEMENT is intended to effect extinguishment of claims, rights and obligations as hereinafter designated. READ IT CAREFULLY.*

### 1. EQUESTRIAN ACTIVITY WHICH IS THE SUBJECT OF THIS AGREEMENT:

Equestrian Activity Name: Horseback Riding and related activities at Fresno County Horse Park, Fresno, California

### 2. ASSUMPTION OF RISK AND LIABILITY RELEASE:

I, \_\_\_\_\_, hereby acknowledge that I have requested permission to participate in the aforesaid equestrian or other activities on the facilities and premises of The Fresno County Horse Park ["FCHP"] and that I choose to participate voluntarily, with my horse, as a rider, lessee, owner, agent, coach, trainer, or as parent or guardian of a junior exhibitor. I am fully aware and acknowledge that I have read and agree to abide by the FCHP Facility Use Rules.

I hereby also acknowledge and represent that **I am aware** that combined training and eventing, jumping, trail and pleasure riding, conditioning, exercising, preparing and all other forms of related equestrian activities, including the teaching, training or coaching [jointly "**Equestrian Activity**"], can be hazardous and are **high-risk sports activities and that I am participating at my own risk.**

I am voluntarily participating in the **Equestrian Activities** stated with the knowledge of the danger involved and **hereby agree to accept and assume any and all risks of personal bodily injury; psychological or emotional injury, including but not limited to pain and suffering; death; injury or death of my horse(s) and/or to my other personal property and any and all other forms of damages or loss whatsoever.**

I represent that I have the requisite training, coaching and abilities to safely compete in this **Equestrian Activity.**

I am aware that I am entitled to wear protective equipment without penalty, and I acknowledge that **FCHP**, the property owners, sponsors and hosts strongly encourage me to do so while warning that no protective equipment can guard against all injuries.

Further, I do hereby **fully release** the owners of the subject property, **FCHP**, the sponsors and hosts of the aforesaid equestrian activity and their present and former officers, directors, employees, employers, agents, subcontractors, attorneys, insurers, shareholders, subsidiary corporations, parent corporations, and affiliated entities, volunteers, course and jump designers and builders, judges, technical delegates, and other participants in this equestrian activity [**"Released Parties"**] **from any and all rights, actions, claims, demands, costs, contracts, allegations, liabilities, obligations, damages and causes of action whether known, suspected, or unknown, whether in law or in equity, which arise from the aforesaid** participation or attendance in the **Equestrian Activity** or use of the facilities, **regardless of cause**, whether related to claims of negligence, intentional tort and / or any and all other legal theories or causes of action, arising directly or indirectly from my presence upon and use of the FCHP property and / or my participation in the **Equestrian Activity** and other activities associated therewith.

3. **HOLD HARMLESS AND DEFENSE**

As a further consideration for being permitted to participate in the aforesaid **Equestrian Activities** at FCHP, I also agree to **hold harmless FCHP and the other Released Parties** from all liability and agree to **defend and indemnify them** (that is, to pay any losses, damages, or costs incurred by each of them) with respect to any and all claims for harm, injury or damages of any kind or nature to me or my horse, as well as for claims made by others for any harm, injury or damages of any kind or nature claimed to have arisen directly or indirectly as a result of my participation and/or attendance at the aforesaid **Equestrian Activity** claimed to have been caused by me or my horse at this **FCHP** facility.

4. **WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542**

I hereby expressly waive and relinquish all rights and benefits afforded by *California Civil Code*, Section 1542 and do so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Section 1542 of the *California Civil Code* provides as follows:

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.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of **FCHP** and the other **Released Parties**, I expressly acknowledge that this Agreement is intended to and does include in its effect, without limitation, all claims, including those which I do not know or suspect to exist in my favor at the time of execution hereof, and that this Agreement contemplates and effects extinguishment of all claims.

5. **NO RELIANCE ON STATEMENTS BY OTHERS**

I represent and acknowledge that, in executing this AGREEMENT, I do not rely upon any representation or statement made by third parties, or by the agents, representatives or attorneys of **FCHP** or any other **Released Parties**.

6. **UNDERSTANDING OF AGREEMENT**

I represent and warrant that **I have read carefully and fully understand** all of the provisions of this Agreement, and have entered into it voluntarily.

I understand that this Release of Liability will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death to me arising out of participation in the **Equestrian Activity** or use of the **FCHP** facilities. With a complete and full understanding of this Agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, legal representatives, and any other person acting on my behalf. I also agree to indemnify **FCHP** and the other **Released Parties** for any and all claims brought by a third party which arise from the participant's or my participation in the **Equestrian Activity** and/or my presence at and use of the **FCHP** facilities and property.

7. **SCOPE OF AGREEMENT**

This Agreement shall be binding upon me and upon my heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the **Released Parties** and to its heirs, administrators, representatives, executors, successors, and assigns.

**8. GOVERNING LAW**

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Fresno, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

**BY SIGNING BELOW, I AGREE** to be bound by all applicable terms and provisions of this Agreement.

Rider's Signature \_\_\_\_\_ Date \_\_\_\_\_

**9. PARENT OR GUARDIAN AGREEMENT AND RELEASE**

If the participant in the aforesaid **Equestrian Activity** is a minor, I hereby represent that I am a parent or guardian of said minor participant and, for myself and on behalf of said minor, I consent to the child's participation and hereby agree to all of the above provisions and agree to assume all of the obligations of this Agreement on the minor's behalf and am legally authorized to do so.

Further, I represent and warrant that the minor child is in good health and there are no special problems associated with the care of the Child;

I accept responsibility for all the minor child's medical expenses incurred in connection with the **Equestrian Activity** or use of the facilities;

I agree to indemnify **FCHP** and the other **Released Parties** for any and all claims brought by the minor child or any person acting on the minor child's behalf; and I agree to indemnify and defend **FCHP** and the other **Released Parties** for any and all claims brought by a third party arising in connection with the minor child's participation in the **Equestrian Activity** or use of the facilities.

Parent/ Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(if participant/rider is under 18)*

PRINT NAME OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_

RELATION \_\_\_\_\_