

**Sand Hill Equestrian Events LLC
Release & Waiver of Liability**

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

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I, the undersigned, in consideration of my participation horseback riding, training, competing, handling, and other related activities hereby agree to release and discharge Sand Hill Equestrian Events LLC, Molly Kaster, its employees, agents, independent contractors, and volunteers hereinafter referred to collectively as “Sand Hill” on behalf of myself, AND my minor child, my heirs, assigns, personal representative and estate as follows:

ASSUMPTION OF INHERENT RISKS

1. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. An inherent risk of equine activity means a danger or condition that is not an integral part of an equine activity. The following describes some but not all of those risks:
 - a. A horse's propensity to behave in ways that may result in injury, harm, or death to a person or one around it.
 - b. The unpredictability of a horse’s reaction to things such as sounds, sudden movement, people, other animals, or unfamiliar objects.
 - For example, a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2.
 - c. A hazard such as a surface or subsurface condition.
 - d. Colliding with another horse or object.
 - e. Equipment may fail; saddles or bridles may loosen or break, resulting in serious injury or death.
 - f. Risks caused by other people's actions, including but not limited to co-participants.

I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), hereby assume ALL of the risks of participating in horseback riding, training, competing, handling, and other related activities.

2. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND, IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
 3. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), voluntarily assume the risk and danger of injury or death inherent in the use of the stables and property located at 3674 Sand Hill Road, Woodside, CA 94062.
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WAIVER OF LIABILITY FOR NEGLIGENCE

- 4. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), RELEASE, WAIVE, AND DISCHARGE Sand Hill today and on all future dates from ANY CLAIM of injury, death, other damage, or loss resulting from my participation as described above or as a result of the ORDINARY NEGLIGENCE of Sand Hill’s employees, agents, and independent contractors.
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INDEMNIFICATION AGREEMENT

- 5. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree to HOLD HARMLESS, DEFEND, AND INDEMNIFY Sand Hill, its employees, agents, independent contractors, and volunteers (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) from any and all claims of mine, my spouse, family members, or others arising from:
 - a. My or my minor child’s participation in horseback riding, training, competing, or handling;
 - b. Arising out of any acts or omissions of employees or agents OR
 - c. Arising out of claims of co-participants, rescuers, and others arising from the conduct of my participation in horseback riding.
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COVENANT NOT TO SUE

- 6. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), RELEASE, DISCHARGE, AND PROMISE NOT TO SUE Sand Hill doing business under its own name or any other name and/or any of its employees, agents, independent contractors, and volunteers FROM ANY LOSS, LIABILITY, DAMAGE, OR COST WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) TO MY PERSON OR PROPERTY.
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RULES AND HEALTH STATUS

- 7. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree to abide by and follow any instructions given or rules established by Sand Hill or any of its employees, agents, independent contractors, or volunteers.
- 8. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event or ongoing events, and to cover bodily injury or property damages caused to a third party as a result of my participating in this event. If I have no such insurance, I certify that I can personally pay for any and all such expenses or liability.
- 9. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), represent that, to the best of my knowledge, I do not have any health conditions that would make it inadvisable for me to participate in equestrian activities.
- 10. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand and agree that no person will be allowed to mount any horse or pony on the property located at 3674 Sand Hill Road, Woodside, CA 94062 without wearing an ASTM-standard and SEI-certified helmet. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENTS(S) OR GUARDIANS(S), understand and agree that while Sand Hill requires me to wear an ASTM-standard and SEI-certified helmet, it does so while WARNING that no protective equipment can guard against all injuries.

VENUE, SEVERABILITY, ATTORNEY FEES & INTEGRATION CLAUSE

11. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), agree that if, in spite of this contract, legal action is brought regarding a claim, 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 in any action brought.
12. The undersigned expressly agrees 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 and that 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.
13. I, the ADULT PARTICIPANT OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S), understand that this is the entire Agreement between myself (and minor child if applicable) and Sand Hill and cannot be modified or changed in any way by the representations or statements of any employee, agent, independent contractor, volunteer, or by me.
14. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.
15. If I am a parent or guardian of a minor child choosing to participate in horseback riding activities with Sand Hill, I consent to the child's participation, and I AGREE to all of the above provisions and AGREE to assume all of the obligations of this release on the child's behalf.

General Agreement & Release of Liability

I, hereby acknowledge that I have requested permission to participate in equestrian or other activities on the premises (the "Premises") of **The Horse Park at Woodside ("HPW")**. I am aware that equestrian activities, including the teaching, training or coaching thereof, can be hazardous and include risks and dangers. These include, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases), trauma, pain and suffering, disability, paralysis and death, loss of or damage to personal property, exposure to extreme conditions and circumstances, accidents, collisions; and other undefined, not readily foreseeable and presently unknown risks and dangers.

I am voluntarily assuming the risk and danger of injury or death inherent in the participation in equestrian activities or other activities on the Premises.

Furthermore, I hereby grant permission to HPW and its authorized agents ("Agents") while on the Premises (i) to photograph, film and/or videotape me and (ii) to use, publish and/or archive photographic images and/or voice recordings of me (collectively, the "Images") in any and all forms and media without approval or compensation. I acknowledge that all negatives, video footage and digital recordings of the Images are the sole and exclusive property of HPW. To the extent that I may have rights in the Images, I hereby irrevocably transfer and assign all right, title and interest in the Images, worldwide, including all copyrights, to HPW.

In consideration for being permitted to use the Premises, I hereby agree to release HPW and its authorized representatives and assignees (the "Released Parties") including, without limitation, any landlord, directors, officers, members, employees or agents of HPW, from any and all claims I now have or may hereafter have for death, injury or property damage, which may arise from or be in any way connected to my presence upon the Premises, whether caused by my acts of omission or negligence or anyone else's. To the fullest extent permitted by law, I shall defend, indemnify and hold harmless the Released Parties for and against any and all claims, damages, losses, expenses and liabilities of every kind in any way arising out of or in connection with my activities under this agreement. This indemnity shall apply regardless of any active and/or passive negligent act or omission of the Released Parties.

In addition, it is understood that any insurance that I have shall be primary.

California Civil Code Section 1542 Waiver

I have read and understand the following language of Section 1542 of the California Civil Code which provides:

“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.”

Having reviewed this provision, I nevertheless voluntarily release the Released Parties from any and all liability for claims or causes of action, whether actual or potential, known or unknown, foreseen or unforeseen, arising under contract or in tort or any other theory of law or equity, even as to claims for injury or damages that may exist as of the date of this release but which I do not know or suspect to exist, and which, if known, would materially affect my decision to execute this release. I acknowledge that my lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

Final Acknowledgments

I have carefully read this release, waiver of liability, assumption of risk, indemnity agreement and promise not to sue and fully understand its contents. I acknowledge that this document is a contract and agree that if a lawsuit is filed against the Released Parties for any injury or damage in breach of this contract, I will pay all attorney’s fees and costs incurred by the Released Parties in defending such an action.

I acknowledge that I have read and understand rules established by HPW for activities on the Premises. Furthermore, I agree to comply with all rules and policies, and I am aware that violation of the rule/policy updates as they become available on the HPW website may result in removal from the property and the revocation of my membership to The Horse Park.

Frances Ladue

Print Participant Name

2025-09-20 06:25 AM

Date

Robin Powell

Signature of Participant (or parent/guardian if participant is under 18 years of age)

Robin Powell

Print Signer's Full Name

Father

Signer's Relationship to Participant

Signing Certificate

Signer Events	Signature	Details
Frances Ladue DRAZIPURPLE2011@gmail.com Signer Authentication Level: Email	 Signature ID: CMFR1URAE2BW2AD1TV0Q0H9PD IP Address: 50.250.232.17 Device: Windows - Chrome 139.0.0.0	Sent: Unknown Viewed: Unknown Signed: 2025-09-20 06:25:47 AM (UTC) Reason: I am a signer of this document