

**SUN & SURF CIRCUIT
DEL MAR HORSE PARK
ASSUMPTION OF RISK AND WAIVER**

Back Numbers will not be issued until all persons showing and/or handling horses have signed.

For valuable consideration and to induce permission to participate in equestrian activities held at the **Del Mar Horsepark**, 14550 El Camino Real, Del Mar CA 92014 and sponsored by **Clay and Elizabeth MacLeod**, each of the undersigned agrees to the following terms and makes the following warranties:

I acknowledge that participating in equestrian activities, whether as a show participant or an audience member, is a HAZARDOUS RECREATION ACTIVITY with RISK of damage or PERSONAL INJURY, including PARALYSIS OR DEATH, to any person or property. Equines have the propensity to behave in ways that may result in injury, harm, or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collisions with other equines or objects; propensities include kicking, biting, stamping, stumbling, rearing, and others; tack equipment can fail resulting in falling or loss of control; and activities have the potential of the participant(s) to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability. Equine activities are INHERENTLY DANGEROUS. I understand this is not a complete description of all risks and that other unknown or unforeseeable hazards and risks of harm may occur.

With this in mind, I accept full responsibility for my own safety and EXPRESSLY ASSUME ALL RISKS OF HARM, whether foreseen or unforeseen, while participating in equestrian activities at the **Sun & Surf Circuit** held at the **Del Mar Horsepark**. I am physically fit and know of no medical or health reason why I should not participate in this activity.

I hereby RELEASE and agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the **Del Mar Horsepark, 22nd DAA, Sun & Surf Circuit, Clay and Elizabeth MacLeod**, MacLeod family members, their shareholders, officers, employees, agents, instructors, equipment manufacturers, lessors, and insurers, including **California Quarter Horse Association, Pacific Coast Quarter Horse Association, & the American Quarter Horse Association**, (hereinafter collectively referred to as "**Parties Released**") from and against any liability, demand, claim, or right of action for any damage or injury, including paralysis or death, to any person or property, even if such damage or personal injury results from the NEGLIGENCE of **Del Mar Horsepark, 22nd DAA, Sun & Surf Circuit, Clay and Elizabeth MacLeod**, or other Parties Released. I further COVENANT NOT TO SUE or make any demand or claim against **Del Mar Horsepark, 22nd DAA, Sun & Surf Circuit, Clay and Elizabeth MacLeod**, or other Parties Released, for or by reason of any such damage or personal injury from my participation in equestrian activities at **Del Mar Horsepark/Sun & Surf Circuit**. I will pay all fees, damages, and costs, including attorney fees that **Del Mar Horsepark/Sun & Surf Circuit** or other Parties Released may incur in the enforcement of this agreement.

A signed liability waiver is a condition to your participation in any event. Failure to sign will lead to your disqualification and removal from property. I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.

Signature _____ Date _____

Address _____

City _____ State / Zip _____

Telephone / Cellular Telephone # _____

E-Mail _____

Guardian Representation:

As a GUARDIAN of any minor person under 18 years of age participating in equestrian activities at **Del Mar Horsepark/Sun & Surf Circuit**, I make these representations and agree to the terms of this Assumption of Risk and Waiver on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to DEFEND, INDEMNIFY AND HOLD HARMLESS **Del Mar Horsepark/Sun & Surf Circuit**, and all other Parties Released from and against any demand, claim, right of action, or suit that may be brought on behalf of any such minor arising from equestrian activities at **Del Mar Horsepark/Sun & Surf Circuit**. I will pay all fees, damages, and costs, including attorney fees that **Del Mar Horsepark/Sun & Surf Circuit** or other Parties Released may incur in the enforcement of this agreement. My child/ward is physically fit and I know of no medical or health reason why they should not participate in this activity. I intend this agreement to bind me and my family, my assigns, estate, heirs, and personal representatives. This contract is severable and shall be interpreted and enforced under the laws of the State of California.

I have carefully read this document and fully understand its contents which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.

Full Name of Minor(S) Date(S) of Birth _____ DOB _____

Full Name of Minor(S) Date(S) of Birth _____ DOB _____

Guardian Signature: _____ Dated: _____

Emergency Telephone Numbers (_____) _____ Evening/ Weekend Number (_____) _____