

# SPRING DOWN EQUESTRIAN CENTER OPEN HORSE SHOW

## September 19, 2010

**TIME 8:30**

Entry Fee \$15 per class

Date Entries Close September 13, 2010

Post Entries Accepted \$20 per class

For more information, call SDEC Office at (650) 851-1114

[www.springdown.com](http://www.springdown.com)    [sdecenter@aol.com](mailto:sdecenter@aol.com)



### ONLY ONE ENTRY FORM PER HORSE/RIDER COMBINATION

Mail entry with check payable to Spring Down Equestrian Center, 725 Portola Road, Portola Valley, CA 94025.

Horse \_\_\_\_\_ Rider: \_\_\_\_\_ Age (if under 15) \_\_\_\_\_ D/O/B \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Trainer /Owner \_\_\_\_\_ Phone \_\_\_\_\_

*Classes Entered (Enter one class number per box.)*

Classes entered _____ x \$15 =				DRUG FEE:		<b>5.00</b>			
Classes entered _____ x \$20 =				STALL FEE X\$35: PER CALENDER DAY					
Outside Rider Braiding _____ x\$35=				TOTAL AMOUNT:					

**PLEASE READ IT THIS DOCUMENT LIMITS OUR LEGAL LIABILITY**

I understand that horse-related activities, especially horse shows, are inherently dangerous. I expressly assume the risks associated with visiting SDEC which is operated by Spring Down Equestrian Center, Inc., a California corporation ("SDEC") and participating horse shows, clinics and other horse related activities at SDEC, including the risk that SDEC or Goodstein Family Partners, L.P., a California limited partnership, or their owners, shareholders, partners, officers, directors, employees, agents or contractors (collectively, the Spring Down Parties") may be negligent. In particular, other horses ("horses" includes ponies), may bite, kick, strike, run into or otherwise cause injury or death to me and/or my horse. There may be conditions or activities on the SDEC premises, such as loud noises or running children, that cause my horse and/or other horses to spook, pull back, buck, rear or bolt. Other riders or handlers may be novices and/or may not always exercise adequate control over their horses, particularly in warm-up or gate areas. I understand that SDEC horse shows and clinics include jumping activities, which are risky – my horse may refuse to jump, spook at obstacles, knock down obstacles, become tangled in obstacles or otherwise harm itself, me or others. I understand that SDEC offers no warranty, express or implied, regarding the safety and condition of the SDEC grounds, including trailer parking areas, stalls, warm-up areas, wash racks and competition areas. Accordingly, I agree upon behalf of myself, my heirs, guardians and legal representatives, not to sue the SDEC Parties or otherwise make a claim against the SDEC Parties, and I release the SDEC Parties, in connection with any injury or death occurring on the SDEC premises or in connection with any SDEC activities, or in connection with any damage to or loss of personal property. In addition, I will defend, indemnify and hold SDEC Parties harmless from and against all claims, demands, and causes of action, including without limitation court costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought or prosecuted for my benefit. This release and hold harmless shall apply whether the matter to which it applies arises under contract, tort, (including active or passive negligence of the SDEC Parties) or otherwise.

**Waiver of Unknown Claims**

Each of the undersigned expressly waive any benefits I may have under Section 1542 of the California Civil Code relating to the release of unknown claims: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor".

**Release and Hold Harmless Agreement for Parents or Guardians**

We are the lawful parents of \_\_\_\_\_ (name of child) and have all legal rights to sign this agreement on behalf of our child and ourselves. Accordingly, we have reviewed the risks that our child will be undertaking in visiting SDEC and engaging in horse related activities through SDEC, including automobiles, is subject to theft, damage or loss. We expressly agree, on behalf of ourselves, our child, our child's heirs and legal representatives, to assume these risks and not sue the SDEC Parties or otherwise make a claim against such parties, and we release the SDEC Parties, in connection with any injury or death occurring on the SDEC premises or in connection with any SDEC activities, or in connection with any damage or loss of personal property. In addition, we will defend, indemnify and hold the SDEC Parties harmless against all claims, demands, and causes of action, including without limitation, court costs, attorneys' fees, directly or indirectly arising from my action or other proceedings brought or prosecuted for our benefit or our child's benefit. This release and hold harmless shall apply whether the matter to which it applies arises under contract, tort, (including active or passive negligence of the SDEC Parties) or otherwise.

Date: \_\_\_\_\_

Rider: \_\_\_\_\_  
(if rider is over 18 years old)

Parents: \_\_\_\_\_  
(if rider is under 18 years old)