

**GENERAL RELEASE OF CLAIMS**

**PLEASE READ CAREFULLY. THIS RELEASE LIMITS YOUR RIGHTS.**

I, the undersigned, am voluntarily entering the premises at Rancho Mission Viejo Riding Park and/or ACE Equestrian and/or Cotton Family Trust and/or Del Mar Horse Park and/or South Point Equestrian Center (the "Premises"). I acknowledge and fully understand that I will be engaging in activities that involve the risk of serious bodily injury, including, but not limited to, permanent disability and death; the risk of severe social and economic loss; and the risk of damage to or loss of personal property including, but not limited to any vehicle I may park at or near the Premises. I understand that this risk of injury or loss might result from my own actions, inactions, or negligence, the actions, inactions, or negligence of others, or the condition of the Premises or of any equipment used on the Premises. I further understand that there may be other risks not known to me or not reasonably foreseeable at this time. I also understand that this acknowledgment and release covers claims and liabilities caused by any acts or failures to act by Blenheim EquiSports Management Company, LLC., its officers, managers, employees, owners, representatives and agents, Blenheim Facility Management, its officers, managers, employees, owners, representatives and agents, ACE Equestrian, LLC, and/or Cotton Family Trust its officers, managers, employees, owners, representatives and agents, South Point Equestrian Center, its officers, managers, employees, owners, representatives and agents and the City of San Juan Capistrano, its employees, representatives and agents, subsidiary affiliated or associated company, corporations, entities or organizations as may now or hereafter be constituted, that own, are related to or manage the property owned by such entities, (collectively, the "Released Parties"), including, but not limited to, mistake, negligence, or failure to supervise by any of the Released Parties.

I understand and acknowledge that I can be dismissed from the Premises for any reason. In consideration of being granted permission to enter the Premises, I assume full responsibility for all risk of bodily injury or property damage that might result from my participation in any activity held on the Premises.

**ON BEHALF OF MYSELF, MY HEIRS, SUCCESSORS IN INTEREST, GUARDIANS, LEGAL REPRESENTATIVES AND ASSIGNS, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PRESENCE ON THE PREMISES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**

I agree to indemnify, defend, and hold harmless from and against, and I agree not to sue each of the Released Parties regarding any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to attorney's fees, arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result, directly or indirectly, from my presence on the Premises.

I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer because of my presence on the Premises may not be foreseeable. I realize that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of any property I may leave at the Premises or have with me on the Premises. Knowing the possible extent of damages or injuries I may suffer, I hereby expressly waive any claim under Section 1542 of the California Civil Code, relating to the release of unknown claims, which Section reads as follows:

*"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."*

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD AN OPPORTUNITY TO READ CAREFULLY THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

PLEASE COMPLETE ALL OF THE FOLLOWING:

1. Name: \_\_\_\_\_

2. Emergency contact: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

I have read the above and understand and agree to its terms.

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

If the signature above is under eighteen (18) years old, the undersigned parent or legal guardian represents and warrants that he/she has completely read and understands this Release and its terms. The undersigned parent or legal guardian makes and enters into each and every representation, waiver, release and indemnity described above on behalf of himself/herself, the minor and any other parent or legal guardian.

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

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

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