

# SILVERLAKES

5555 Hamner Avenue I Norco, California 92860

## REGISTRATION AGREEMENT FOR EQUESTRIAN EVENTS

NOTICE. This Registration Agreement consists of four parts as follows: Part I- Entry Form, Part II License, Part III- Release and Part IV Rules and Regulations promulgated for the Event. Please read the Entry Form, the License, the Release and the Rules and Regulations carefully before signing on the signature page below. Balboa Management Group, LLC ("Owner") dba SilverLakes requires that you (the "Participant") sign this Registration Agreement on the signature page below as a condition for you participating in the Event (defined below).

### PART I-ENTRY FORM

#### SilverLakes Equestrian and Sports Park Equestrian Entry Form

This application is subject to the below Rules and Regulations

Date of Application: _____	
Name of Participant: _____	E-mail Address:_____
Legal Name (if different): _____	Mobile Phone:_____
Age:_____ Birthday:_____	Business Phone:_____
Street Address:	Fax:_____
City/State/Zip Code:	Mailing Address (if different from business address):
City/State/Zip Code:	City/State/Zip Code:
Event Name: <u>2019 Ranch Shows</u> ("Event")	Requirements And Notes:
Event Days:  From: <u>January 1, 2019</u> To: <u>December 31, 2019</u>	_____ _____

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5555 Hammer Avenue | Norco, California 92860

## REGISTRATION AGREEMENT SIGNATURE PAGE

FOR PARTICIPANTS 18 AND OVER: In consideration of being allowed to participate in the Event and related activities, the undersigned Participant, being above the age of 18, agrees to be bound by the terms of this Registration Agreement including by incorporation, the Entry Form, the License, the Release and the Rules and Regulations (i.e., as if Participant had separately signed each Part).

### PARTICIPANT

\_\_\_\_\_  
Signature

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION): This is to certify that I, as a parent/guardian with legal responsibility for this Participant, do consent and agree to his/her participating in any and all Event activities on the terms described in this Agreement. I know that participation in an equestrian event may result in serious injuries and protective equipment does not prevent all injuries to participants, and do hereby waive, release, absolve, indemnify, and I agree (for myself, my heirs, assigns, and next of kin) to hold harmless the Owner and all others referred to as the Released Parties (defined in the attached Part III Release) from any claim and liability arising out of (i) any injury to my child or (ii) my minor child's involvement or participation in the Event as provided above, whether the result of negligence or for any other cause, to the fullest extent by law. Furthermore, in the event that I elect for my child not to wear protective headgear, I acknowledge that I have read the Protective Headgear Waiver below and I agree to terms of such waiver including the release set forth below.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Phone Number(s)

PROTECTIVE HEADGEAR WAIVER: Pursuant to Part IV- Rules and Regulations, Section 19, in the event that I elect for my child not to wear protective headgear, I agree as follows (please initial each section):

- \_\_\_\_\_ a. I acknowledge that Owner has a rule in place for children under the age of 18 to wear protective headgear.
- \_\_\_\_\_ b. I acknowledge that the purpose of the foregoing rule is to protect the safety and welfare of children.
- \_\_\_\_\_ c. I refuse to accept the foregoing rule and will assume all risk of injury or death to my child by my decision for him/her not to wear protective headgear.
- \_\_\_\_\_ d. By doing so, I, on behalf of myself, my spouse, my child and my heirs, expressly release the Released Parties from any and all liability in connection with my decision.

PART II: LICENSE

Participant acknowledges that Participant is granted a revocable license by Owner to participate in the Event subject to all of the terms and conditions set forth below. Breach of any of the terms of this Registration Agreement shall automatically terminate any rights that the Participant may have hereunder, shall render invalid and unauthorized the Participant's participation in the Event and shall authorize Owner to withdraw the registration, refuse participation or eject Participant from the Event. Notwithstanding the foregoing, Owner reserves the right to pursue legal remedies available to Owner in the event of a breach of this Registration Agreement.

### PART III: RELEASE

Participant acknowledges that this Release also includes a statement of Assumption of Risk, an Indemnification and a Waiver of Claims. Please read it carefully.

PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ THE RELEASE FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS TERMS.

As used herein, the term "Released Parties" includes Balboa Management Group, LLC dba SilverLakes, the City of Norco and lessors of the premises used to conduct the Event, each of their officers, directors, managers, members, owners, shareholders, employees, representatives, agents, subsidiaries, volunteers, officials, affiliated and associated persons, companies and organizations, assigns and entities or organizations as may now or hereafter be constituted, that own, are related to or manage the property owned by such entities.

ASSUMPTION OF RISK: Participant acknowledges that Participant chooses to participate voluntarily in the Event with Participant's horse, as a rider, driver, handler, vaulter, longuer, lessee, owner, agent, coach, trainer or as a parent or guardian of a junior exhibitor. Participant represents that Participant has the requisite training, coaching and abilities to safely compete in this Event.

Participant is fully aware and acknowledges that horse sports and the Event involve inherent dangerous risks of accident, loss and serious bodily injury including broken bones, paralysis, head injuries, trauma, pain, suffering or death (collectively, "Harm"). Participant expressly agrees to assume all risks of Harm to Participant or Participant's horse, including Harm resulting from the negligence of the Released Parties. Participant understands that Participant is entitled to wear protective equipment without penalty, and Participant acknowledges that the Event strongly encourages Participant to do so while WARNING that no protective equipment can guard against all injuries.

PARTICIPANT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS, AND ASSUMES FULL RESPONSIBILITY FOR PARTICIPANT'S PARTICIPATION.

Participant willingly agrees to comply with terms and conditions for participation. If Participant observes any unusual significant hazard during Participant's presence or participation, Participant will remove himself/herself from participation and bring such to the attention of the nearest official immediately.

INDEMNIFICATION: Participant agrees to hold harmless and release the Released Parties from any and all claims for money damages (including but not limited to attorneys' fees) or otherwise arising before, during or after the Event from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH Participant may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE

RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law. Without limiting the foregoing, this indemnification applies to (i) any Harm of any nature to Participant or Participant's horse, (ii) any Harm caused by Participant or Participant's horse to others and (iii) from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, which may be made against them, or any of them, which arise out of the breach or alleged breach by Participant of this Registration Agreement.

**WAIVER OF CLAIMS:** Participant for Participant and on behalf of Participant's heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS, and waive and discharge the Released Parties and each of them from any and all claims, demands, actions, causes of actions, liabilities of any kind which Participant may or might have against Released Parties or any of them, arising from or by reason of any and all known and unknown, foreseen or unforeseen bodily and personal injuries, damage to property, injury to horse and any consequences thereof, which Participant may sustain before, during or after the Event. Participant waives any right to consequential damages.

**MEDICAL INFORMATION:** Participant agrees that if Participant is injured at this Event, the medical personnel treating Participant's injuries may provide information on Participant's injury and treatment to the Released Parties on the official accident/injury report form.

#### PART IV: RULES AND REGULATIONS

1. By signing the Registration Agreement above, Participant agrees to be bound by and to strictly comply with all applicable Event Rules and Regulations. Furthermore, Participant grants Owner and its designees the right to utilize Participant's image, likeness, actions and statements in any live or recorded audio, video, film or photographic display or other transmission, exhibition, publication or reproduction made of, or at the Event in any medium, whether now known or hereafter created or context for any purpose, including commercial or promotional purposes without further authorization or compensation.

2. **MANAGEMENT:** The management for the Event, as designated by Owner ("Event Management") reserves the right to itself to interpret all questions and conditions in regard to or arising out of or incident to the Event without claims for damages or recourse of any kind. All questions not covered in these rules and regulations shall be decided by the Event Management and their decision is final. The Event Management reserves to itself the right to refuse, accept conditionally, or to cancel any entries, disqualify riders or exhibitors, prohibit claim damages; to change any course, to cancel or combine any unfilled classes, or to reschedule classes, after due notice to exhibitors; to change rings or rotate judges, and to change specifications in classes.

3. **CONDITION OF ENTRY:** Every horse entered for competition or other events will be under the control of the Event Management but the Event Management will, in no case, be responsible for any loss or damage that may occur, and it shall be a condition of entry that each exhibitor shall hold the Event and its officials, employees, directors, officers, Balboa Management Group, LLC dba SilverLakes, the City of Norco and sponsoring entities harmless for any loss or accident to his/her horse, horses, employees or equipment which may occur from sickness, fire or other cause.

**REFUNDS:** Before the closing date of entries, full refunds will be given. After the closing date of entries, **ENTRY DEPOSIT FEES AND STALL FEES WILL NOT BE REFUNDED.** After the Event starts, with the official Event vet's certificate only, entry refunds will be given, minus a \$50.00 scratch fee and fees for classes already held prior to notification at the Event Office, whether exhibited in or not. If the vet scratch involves a division fee, each class will be prorated and surcharged \$10 for each class in which the horse competed, in addition to the \$50 scratch fee. Should management have to cancel classes/divisions that cannot be rescheduled due to inclement weather and/or any other emergency or unforeseen situation there are no refunds on entry & stall fees & of any other fees of any kind.

5. **UNCOLLECTED FUNDS: ALL RETURNED CHECKS/DECLINED CREDIT CARDS/UNPAID BALANCES WILL BE ASSESSED A PENALTY. (\$50.00 MINIMUM).** Persons will be given ten days to settle their account, with cash or cash equivalent including penalties, or be turned over to appropriate associations for disciplinary action.
6. **STABLING:** Horses are allowed to move-in one day prior to the start of the Event. Stalls whether occupied by horse, feed or tack will be available for a two-day Event or longer and must be paid in full prior to or on the close of entries.
7. **MANURE:** Manure must be placed in designated areas. Trash must be kept separate from manure. Each violation will result in a \$100 fine.
8. **FEED & BEDDING:** Hay and Shavings will be available and can be ordered onsite from the Event Management when the Event is longer than one-day. Exhibitors may bring their own feed/shavings, however, deliveries by outside feed/shavings companies are prohibited. Exhibitors who bring their own shavings may be subject to a clean-up fee.
9. **RV PARKING:** RV space may be available for Events longer than one day. There are no utilities or pumping service available.
10. **SCHOOLING RULES:** Schooling will be permitted in designated sand schooling areas only. (The word "schooling" includes, but is not limited to riding, driving, longing, leading and exercising). The rider/trainer/coach/person agree to notify the paddock steward and/or schooling supervisor if all components of the schooling area are not readily available. Violations of schooling regulations may be considered cause for FINES and/or ELIMINATION and can be instituted by the official schooling supervisor, paddock master, official or any member of the management should the situation arise. Horses not registered in the Event must be registered with the Event office and will be given a number to be worn at all times not in a stall or tied to a trailer. Appropriate stall or grounds fees, drug fees and a day use fee must be paid. Any person(s) riding a schooling horse must have signed an official entry blank. A schooling horse may be allowed in the warm-up arena at the discretion of the ring steward.
11. **CLOSED RINGS:** Event arenas are closed at all times when not being used for classes. Warm up arenas will be open the day prior to the start of the Event and for a limited time at the conclusion of the Event day. VIOLATIONS of the above will be considered cause for FINES and/or ELD, IINATIONS.
12. **12. CONFLICTS:** It is the intention of Event Management to avoid holding rings to wait for horses and/or riders. Riders with conflicts must arrange their showing order with the starters so that they will not hold up a class. Paddock Stewards, Judges and back gate attendants have the authority to scratch riders who are not timely. Trainer conflicts are not considered legitimate conflicts.
13. **DOGS ARE A SERIOUS SAFETY AND HEALTH PROBLEM AT ALL HORSE SHOWS.** Dogs are not permitted on competition grounds.
14. **BICYCLES:** Bicycles are not permitted on the SilverLakes property.
15. **PARKING:** All vehicles must be parked in designated parking areas. Unauthorized vehicles in non-designated parking areas or permit-only parking areas are subject to being towed away at owner's expense.
16. **MEDICAL WASTE:** Sharps must be placed in the proper receptacles. Anyone found in violation shall be subject to a fine.
17. **ARENAS:** All warm-up and competition arenas contain sand. Warm-up arena 1 is approximately 105 x 160. Warm-up arena2 is approximately 120 x 160. Warm-up arena 3 is approximately 105 x 160.00. Competition rings 1 & 2 are approximately 145 x 260.
18. **DRUG TESTING:** Drug Testing at SilverLakes Events will be conducted under the auspices of the State of California Department of Food and Agriculture.
19. **PROTECTIVE HEADGEAR RULE: HEADGEAR IS CRITICALLY MPORTANT FOR THE SAFETY OF ALL PARTICIPANTS AND OWNER STRONGLY URGES ALL PARTICIPANTS TO WEAR PROTECTIVE HEADGEAR FOR ALL ACTIVITIES. THAT SAID, HEADGEAR IS NOT REQUIRED BY SILVERLAKES FOR**

INDIVIDUALS OVER THE AGE OF 18, UNLESS REQUIRED BY THE GOVERNING BODY SANCTIONING THE EVENT OR UNLESS LOCAL OR STATE ORDINANCES REQUIRE HEADGEAR TO BE WORN. ANY CHILD UNDER THE AGE OF 18 MUST WEAR PROTECTIVE HEADGEAR (WHICH IS DEFINED AS A RIDING HELMET WHICH MEETS OR EXCEEDS AST (AMERICAN SOCIETY FOR TESTING AND MATERIALS)/SEI (SAFETY EQUIPMENT INSTITUTE) STANDARDS FOR EQUESTRIAN USE AND CARRIES THE SEI TAG). THE HARNESS MUST BE SECURED AND PROPERLY FITTED. THIS RULE WILL BE STRICTLY ENFORCED UNLESS A PARENT OF A CHILD UNDER THE AGE OF 18 EXPRESSLY ELECTS TO NOT COMPLY WITH THIS RULE AND SUCH PARENT WAIVES ALL RIGHTS AND CLAIMS AGAINST THE RELEASED PARTIES WITH RESPECT THERETO



