

Waiver of Liability

Sporting Day of Traditional Driving

sponsored by Northern California Driving Club

October 2, 2011

I am voluntarily participating in this activity, and am fully aware that equine sports involve inherently dangerous risks.

I agree to assume all risk of injury or loss to myself, my property and/or my minor children.

I agree to indemnify and hold harmless NCDC and its officers, members and agents, from all claims including injury, loss or damage resulting, directly or indirectly, from negligent acts or omissions, or resulting from participation in this event.

Signature of Owner: _____ **Date:** _____

Signature of Parent of Jr. Exhibitor _____ **Date:** _____

Signature of Groom/Passenger _____ **Date:** _____

Signature of Groom/Passenger _____ **Date:** _____

Signature of Groom/Passenger _____ **Date:** _____

**SHADY OAKS ACTIVITY RELEASE AND
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

It shall be known that _____ [*name of participant*] desires to engage in and hereby does engage in any or all of the following equine, or other activities, provided at 16175 N. Ray Road, Lodi, California, and commonly known as Shady Oaks (the "*Property*");

<input type="checkbox"/> Lesson <input type="checkbox"/> Boarding <input checked="" type="checkbox"/> Driving or Riding <input type="checkbox"/> Training <input type="checkbox"/> Stall and/or Cottage Rental <input type="checkbox"/> Carriage Rides	Special Events, including but not limited to: <input type="checkbox"/> Clinics <input checked="" type="checkbox"/> As a Participant <input type="checkbox"/> Club Meets <input type="checkbox"/> As a Spectator <input checked="" type="checkbox"/> Horse Shows <input type="checkbox"/> As a Vendor <input type="checkbox"/> Workshops <input type="checkbox"/> As a Volunteer
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The above designated activity(ies)/event(s) shall hereinafter be referred to as the "*Event*."

In consideration for being permitted to enter upon the Property for any purpose, including, but not limited to observing or participating in the Event, or using any facilities or equipment on the Property, and in exchange for any and all services and entry fees paid, receipt and sufficiency of which is hereby acknowledged, the undersigned, for itself and any personal representatives, heirs, legal representatives, assignees, and next of kin, hereby acknowledge and agree as follows:

1. That the Event and associated activities are inherently dangerous and include risks of harm that may be unknown, not easily observable or may be unpredictable, and that the undersigned is voluntarily participating in or observing the Event with knowledge of the dangers and risks involved, and hereby agrees to accept and assume full responsibility for any and all risks of personal injury or death or property damage while in, about, or upon the Property, and/or while using the Property or any facilities or equipment thereon.
2. That entry onto the Property and use of any equipment or facilities thereon constitutes an acknowledgment that such Property, facilities, and equipment have been inspected by the undersigned and the undersigned finds and accepts the same as being safe and reasonably suited for the purposes of such use.
3. That entry onto the Property is a privilege which may be revoked at any time.
4. That no person under the age of sixteen (16), nor any other person without a valid Driver's License, shall operate motorized vehicles on the Property, including golf carts or any other licensed or unlicensed vehicle.
5. That the undersigned's signature below authorizes the usage of images, including but not limited to photograph and videotape, to promote the Event.
6. To release, waive, discharge, and covenant not to sue or make a claim for, in law or in equity, which may arise at the Event or may in the future arise for or against The Grupe Company, The Greenlaw Grupe, Jr. Operating Company, Greenlaw Grupe Jr., Phyllis Grupe, the Greenlaw Grupe, Jr. & Phyllis Anne Grupe Revocable Trust dated 11/15/90, Kevin Huber, Sandra Huber, Mark Grupe, Bonner Murphy, Bill Murphy, Northern California Driving Club, American Driving Society, U.S. Equestrian Federation, Inc., International Federation for Equestrian Sports, or any affiliated or related person, entity, employee, or volunteer (hereinafter collectively "*Grupe*") for injury to the person or damage to property arising from or related to the Event, entry onto the Property, and the use or misuse of any equipment or facilities thereon, whether caused by Grupe or otherwise.
7. To indemnify, defend, protect, and hold Grupe harmless from any loss, liability, damage, or cost arising out of or relating to the undersigned's entry upon or about the Property or use of any facilities or equipment thereon, or otherwise arising from or relating to the Event, whether caused by the negligence of Grupe or otherwise.
8. That this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTANDS IT CONTENTS, AND IS SIGNING THIS AGREEMENT VOLUNTARILY AND OF THEIR OWN FREE WILL. THE UNDERSIGNED UNDERSTANDS THAT THIS AGREEMENT RELEASES AND WAIVES SUBSTANTIAL RIGHT THEY MIGHT OTHERWISE HAVE AND IS AWARE THAT THEY ARE ASSUMING ALL LIABILITY RELATIVE TO THE EVENT, AND IS MEANT TO REMAIN IN EXISTENCE THROUGHOUT THE DURATION OF THE EVENT AND/OR OTHER ACTIVITIES RELATED THERETO.

Dated: _____

Signature

Print Name