

• Entries will not be accepted without payment.

Rider's Name:

- Late entries will be accepted until the Wednesday before the event.
- Competitors who choose not to show up, will not receive any refund.
- Scratches must be in writing to <u>DelMarEventing@gmail.com</u>.
- Scratches make before the close date will receive a full refund.
- Scratches after the close date will receive a partial refund if competitor's spot can be filled.

#### **VENUE ADDRESS:**

38801 Los Corralitos Rd, Temecula, CA 92592 Use Equestrian Entrance, Gate Code: 9999#

#### MAIL ENTRIES:

Galway Downs One Day Event, 43980 Mahlon Vail Road #1607, Temecula, CA 92592 (DelMarEventing@gmail.com)

Horse:

| Birthdate (if under 21):               |  | Stabling Request (barn/trainer name):_ |             |
|--|--|--|-------------|
| Address:                               |  |  |             |
| City:                                  | State: Zip:  | Alfalfa, Bermuda \$25:                 |             |
| Cell Phone:                            |  | Orchard \$30:                          |             |
| Email:                                 |  | Shavings \$10:                         |             |
|  | in the Galway Downs One Day Series eive info. on upcoming One Day Events?  | Yes/No                                 |             |
| Will you be schooling                  | g XC the Saturday before the event?  | Yes/No                                 |             |
| Select Your Class:                     |  | <b>♦</b> JR (Under 18) <b>♦</b> Rider  | Horse       |
| Horse Trials                           | <ul><li>♣Intro ♣Beg. Novice</li><li>♠Novice ♣Training</li></ul>  | with 2018 USEA Dressage Tests A        | \$115/Entry |
| Dressage Only<br>Small Ring size 20-40 | Write in any current USEA/USEF Eventin your choice:  Test of Choice:   | \$35/Test                              |             |
| Combined Test<br>Dressage & XC Only    | ◆Intro ◆Beginner Novice<br>◆Novice ◆Training   | with 2018 USEA Dressage Tests A        | \$90/Test   |
| Stabling/ Haul in Fee                  | Competitors who request a stall will be ch<br>not, unless the request is changed before th<br>Haul in fee will be charged to those who do<br>Membership or have not requested a stall. | \$35/Stall/Night<br>\$20 Haul in fee   |             |
| Office/Drug Fee                        | Office Fee of \$25 and Drug Fee of \$5   |  | \$30/Entry  |
| Late Fee                               | Late fee incurred if ALL PAPERWORK, INCLUDING PAYMENT is not received by Closing Date  |  | \$25/Entry  |
| Change Fee                             | Change Fee will be added if any changes at after Closing Date  | \$25/Entry                             |             |
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INDICATE ONE: Payment by: ♠Check#: \_\_\_\_\_ (payable to: Del Mar Eventing)

**♦**Credit Card Info. Included with Entry

**♣**Online

# Galway Downs 2018 PARTICIPANT AGREEMENT\_\_\_\_\_Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Assumption of Inherent Risks: I understand and assume the inherent risks involved in equine activities, which risks include, but are not limited to, bodily injury, physical harm and even death to horses, riders, and spectators from using, riding or being in close proximity to horses may occur in normal use. I acknowledge that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, I understand that "inherent risks of equine activities" shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

- The propensity of any equine to behave in ways that may result in injury, harm, or death to persons on or around them and/or damage to property in their vicinity;
- The unpredictability of an equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- Certain hazards such as surface and subsurface objects;
- Collisions with other equines, animals, people and objects (fixed or otherwise);
- Limited availability of emergency medical care; and
- The potential of a participant or spectator 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 to act within his/her ability.

Waiver of Liability: For the privilege of riding and/or working around equines today and on all future dates, I, on behalf of myself, my family members, my heirs, personal representatives, or assigns, do hereby agree to release, waive, and discharge Galway Downs. LLC., Del Mar Eventing, Inc. and SFT Realty Galway Downs, LLC (Property Owners) (hereinafter collectively referred to as "Galway"), and its directors, members, managers, employees, volunteers, and agents from any liability or responsibility for accident, damage, injury, or illness to myself or any horse owned by me or any horse not owned by Galway but used by me, or to any family member or spectator accompanying me while on the premises of Galway resulting from the inherent risks of equine activities or from the ordinary negligence (active or passive) of Galway.

AND that except in the event of Galway's wanton and willful and/or reckless conduct and/or gross negligence, I agree not to bring any claims, demands, actions and causes of action, and/or litigation, against Galway for any economic and/or non-economic losses due to bodily injury, death, and/or property damage sustained by me in relation to the premises and operations of Galway, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Galway,

Indemnification: I also agree to hold harmless, defend, and indemnify Galway Downs, LLC, Del Mar Eventing, Inc., and SFT Realty Galway Downs, LLC. (including, but not limited to, costs associated with defending a suit, judgment, courts costs, investigation costs, and reasonable attorney fees) from any and all claims of mine, my family members, or others arising from my injury or loss due to my participation as a rider, handler, or spectator. I further agree to hold harmless, defend, and indemnify Galway Downs, LLC, Del Mar Eventing, Inc., and SFT Realty Galway Downs, LLC against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation as a rider, handler, or spectator.

Acknowledgements, Assertions, and Agreements: I warrant that a full and fair disclosure of my equestrian handling and riding abilities have been made to Galway Downs, LLC, Del Mar Eventing, Inc., and SFT Realty Galway Downs, LLC its directors, members, managers, employees, and agents. Further:

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|----------------------------------|
| Health Status – I assert that I: |
|                                  |

• Have fully disclosed to Galway Downs, LLC, Del Mar Eventing, Inc., and SFT Realty Galway Downs, LLC any chronic conditions that could impair my ability to participate as a rider, handler, or spectator and have provided a doctor's release permitting my participation (if applicable).

- Do not have any undisclosed chronic physical or mental conditions that would contra-indicate participation in equine activities.
- Possess sufficient physical fitness and skill to enable safe participation with, on, and around equines.

#### PRINTED EMAIL ADDRESS:

Emergency Care – I authorize or agree that Galway Downs, or Del Mar Eventing, Inc:

- May administer emergency first aid, CPR, and use an AED when deemed necessary by Competition management.
- May secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Competition management.
- May share my medical history with emergency medical personnel.
- And I shall assume all costs of emergency medical care and transportation provided on my behalf.

#### Rules & Safety Equipment – I agree:

- To abide by the rules and regulations established by Competition Management now and in the future.
- To wear an SEI/ASTM approved riding helmet at all times while mounted on the horse, and, if required, a safety vest.
- To wear appropriate attire and footwear at all times while on the premises of Galway.
- To wear and utilize any additional safety equipment for my particular equine activity
- To inform Competition management immediately if I become aware of rider conduct or equipment condition that presents a danger to my own person or others.
- That Galway will conduct all activities in good faith and may find it necessary to terminate my participation if it is determined that I am incapable of safely meeting the rigors of the activity. I accept Galway's right to take such actions for the safety of myself, other riders, and/or the horses.

Covenant not to Sue; Mediation; Venue; and Severability Clauses: I covenant not to sue Galway Downs, LLC, Del Mar Eventing, Inc., and SFT Realty Galway Downs, LLC for any present or future claim arising directly or indirectly from my participation with equines at the competition. This includes claims resulting from the inherent risks of equine activities and the active or passive negligence of Galway Downs, LLC, Del Mar Eventing, Inc., and SFT Realty Galway Downs, LLC.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Any action brought under this Agreement shall be brought within one (1) year of the incident or dispute giving rise to said claim. I further agree that *prior to litigation*, such incident or dispute shall first be mediated by a trained Mediator knowledgeable in equines and equine activities from a list acceptable to Galway (whichever party is in dispute). Costs of mediation shall be shared equally by the parties. In the event of litigation, the prevailing party shall be entitled to costs and fees associated with the litigation, including reasonable attorney fees.

I also expressly agree that this Participant 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.

Acknowledgement of Understanding: I understand this is a legal document and that I am signing this agreement freely and voluntarily. I understand I have the choice *not to participate* at Galway, or as a rider, handler, participant, or spectator in the special event provided by Galway and, therefore, not sign this agreement.

I have read this 2-page Participation Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue Galway, its clinicians, directors, members, managers, employees, volunteers, and agents for injuries or death resulting from the inherent risks of equine activities or the active or passive negligence of Galway. I further acknowledge that I intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by Galway, to the greatest extent allowed by the laws of California.

## Required Signatures

| Participant Signature (must be at least 18yrs of age to sign) * |                                    |  |  |  |
|---|------------------------------------|--|--|--|
| Printed Name of Signatory                                       |                                    |  |  |  |
| If participant is a minor,                                      |                                    |  |  |  |
| Printed Name  | Date of Birth of Minor Participant |  |  |  |
| Address:  | Emergency Contact:                 |  |  |  |
| Address:  | Name:                              |  |  |  |
| City:   | Phone Number:                      |  |  |  |
| States 7in Codes  |                                    |  |  |  |

### Del Mar Eventing CREDIT CARD AUTHORIZATION FORM

For all transactions up to \$1000: 2.75% additional fee;

| CARDHOLDERS NAM | ſE:    | (PRINT CLEARLY)     |  |
|-----------------|--------|---------------------|--|
| BILLING ADDRESS |        | CREDIT CARD INFO.   |  |
| Street:         |        | Credit Card type:   |  |
| City:           | State: | Credit Card Number: |  |
| Zip             |        | Exp Date:           |  |
|                 |        | CVV Number:         |  |