

EQUESTRIAN FACILITY ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT

I, _____, reside at _____, and wish to enter upon and utilize the Santa Rosa Ranchos equestrian facilities on _____ (date) for the purpose of _____ (type of use). I acknowledge that the facilities are owned and operated by the Santa Rosa Ranchos Homeowners Association ("Santa Rosa") and located in part upon property owned by Santa Rosa and in part upon property owned by Gavilan Springs Homeowners Association ("Gavilan"). The attached Addendum A ("Equestrian Facility Reservation Form") does hereby become part of this agreement. In return for being allowed to enter upon and use the equestrian facilities, I hereby agree as follows:

1. **Assumption of Risk.** I acknowledge that entry upon or use of the equestrian facilities, proximity to horses, riding of horses and related activities give rise to risk of bodily injury, property damage and other hazards, and I further acknowledge that I knowingly and voluntarily assume the risk of the same.

2. **Release from Liability.** I fully RELEASE, WAIVE and DISCHARGE Santa Rosa and Gavilan, and each of them and their respective members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL PAST, PRESENT OR FUTURE CLAIMS, DAMAGES, ACTIONS AND CAUSES OF ACTION, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON NEGLIGENCE AND/OR WRONGFUL DEATH, based on, arising out of or in connection with my entry upon and/or use of the equestrian facilities.

3. **Indemnity.** I agree to INDEMNIFY, DEFEND and HOLD HARMLESS Santa Rosa and Gavilan, and their respective members, directors, officers, representatives, administrators, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSS, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES, based on, arising out of or in connection with my entry on and/or use, or the entry on or use by my family, guests or invitees, of the equestrian facilities.

4. **Knowledge of Rules and Regulations.** By signing below, I certify that I have read, understand and will abide by the equestrian facility rules.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

Date: _____

(Signature)

(Print Name)

If individual signing above is under 18 years of age, the parent or guardian must also sign:

Date: _____

(Signature)

(Print Name)

ADDENDUM A
Equestrian Facility Reservation Form

This Addendum shall be used as a Reservation Request Form for use of the Santa Rosa Ranchos Equestrian Facility, subject to the signed Equestrian Facility Assumption of Risk, Release from Liability and Indemnification Agreement hereby incorporated. It is intended for controlling facility usage by groups or organizations charging a fee to participants. It is also to be used for general facilities reservation by residents or Association sponsored classes, events, programs, and community gatherings serving the Santa Rosa Ranchos HOA or Gavilan Springs HOA.

GENERAL INFORMATION

1. All reservation requests must be in writing or via e-mail with at least 30 days notice.
2. Changes to a confirmed reservation must be made at least 7 days before the reserved date.
3. The reservation date and details will be listed on the Santa Rosa Ranchos Equestrian Center master calendar available online at www.santarosaranchos.org
4. The arena and grounds must be left in the same condition as supplied. All trash and manure must be properly disposed of in the provided receptacles. **A \$200 clean-up fee will be charged if left dirty!** The arena is in an "as is" condition and carries no guarantees as to suitability for the event. Waterers are not guaranteed, so please be prepared to hang water buckets if needed.
5. If insurance is required, the organization must provide a copy of their insurance naming Santa Rosa Ranchos HOA and Gavilan Springs HOA as additional insureds. The minimum amount of liability is \$1 million. Insurance riders must be received at least 10 days before the requested use date and before final confirmation will be given.
6. All Arena & Common Area Use Rules and Regulations must be followed.
7. Facilities must be vacated by 10:00 pm weekdays and 11:00pm weekends unless specific arrangements have been approved beforehand.

FEES - Payment to be made within 10 days of completing the event. Payable by check to: **Santa Rosa Ranchos HOA**, and mailed to Santa Rosa Ranchos HOA, c/o Guardian Preferred Properties, 6700 Indiana Ave., Ste. 265, Riverside CA 92506 **Please note that fees are for each day, or partial day, of arena usage.**

Group A: SRR or GS Resident or resident-sponsored classes, events, programs and clinics where a participation fee is charged: **\$5 per horse/day (per person if that is the participation fee schedule)**

Group B: Non-Resident of SRR or GS individuals, organizations, business, commercial or profit-making organizations: **\$10 per horse/day (per person if that is the participation fee schedule)**

Group C: SRR or GS Resident or resident-sponsored classes, events, programs, clinics and community activities where **NO** participant fees are charged: **NO CHARGE**

NAME OF USER OR GROUP: _____ E-MAIL: _____
GROUP FEE DESIGNATION (A,B, or C above): _____ Note number of participants may be verified.
CONTACT PERSON: _____ PHONE: _____
MAILING ADDRESS: _____

DATE REQUESTED: _____ TIME REQUESTED: From: _____ to _____

BRIEF DESCRIPTION OF THE EVENT: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

Santa Rosa Ranchos Equestrian Center Facility Usage Checklist

The purpose of this checklist is to supply reminders for procedures in using the Santa Rosa Ranchos Equestrian Center facility. Details are on the forms specified.

At least 30 days prior to reservation:

- _____ Check date availability and venue suitability prior to reservation.
- _____ Submit "Release of Liability and Indemnification Agreement" and "Equestrian Facility Reservation Form" in writing or via e-mail.

At least 10 days prior to reservation:

- _____ Provide copy of Certificate of Insurance (minimum \$1 million liability) naming Santa Rosa Ranchos HOA and Gavilan Springs HOA as additional insureds.

Within 10 days after event:

- _____ Submit appropriate usage fee.

Day of event:

- _____ All trash picked up from grounds and placed in dumpster. Empty trashcans into dumpster. CLOSE LID on dumpster!
- _____ All manure and animal waste picked up from grounds (including mare motel and parking area) and placed in dumpster with closed lid.
- _____ Remove any feedstuff from mare motel feeders.
- _____ If the dumpster is full, bag trash and place in Men's Restroom so that animals do not damage the bags or scatter the trash.
- _____ Close lids on toilets for mosquito abatement.
- _____ LOCK restroom gate.
- _____ Close windows in announcer's booth and LOCK door. Make sure A/C is off.
- _____ Close windows in storage/meeting building and LOCK door.
- _____ Return any equipment used to original location (barrels, poles, etc.)
- _____ Return key to groundsman or SRR HOA representative.