

Woodside Slide 2026

Liability Release Agreement

Liability Release for The Horse Park at Woodside, Woodside Slide LLC, and Saddle Up Enterprises, Inc.

Release, Waiver, Hold Harmless, Defend and Indemnification Agreement

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned, acting as a Participant, Spectator, Visitor, Volunteer, or Member (collectively referred to as “Participant”), and as the Parent or Legal Guardian of a minor Participant (all included as “Participant”), in exchange for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, Defend and Indemnification Agreement (“Release”):

1. Assumption of Risk and Waiver

The Participant acknowledges and accepts the risks associated with Equine Activities, as well as simply being near a horse or pony (“equine”). These risks include, but are not limited to, illness, injury, death, property damage, or any other loss (“Loss”) that may result from faulty tack and equipment, a failure by Released Parties to reasonably determine the Participant’s ability to safely engage in Equine Activities, or from dangerous latent conditions. The Participant understands these risks further include:

- The natural tendencies of equines to behave unpredictably and possibly cause injury, harm, or death (such as jumping, running, kicking, bucking, bolting, spinning, rearing, striking, biting, stumbling, or falling).
- The unpredictability of equine reactions to sounds (machinery, equipment, doors, weather, voices, vehicles, gunshots, etc.), sudden movements (rider falling, loose animals), unfamiliar objects (jumps, poles, barrels, flowers, water, flags, golf carts), people (riders, guests, spectators), other animals (dogs, cats, wildlife), or other factors.
- Hazards related to the property’s surface and subsurface conditions (ground holes, uneven or slippery terrain, construction materials, and other latent dangers).
- Collisions with other equines or objects.
- The possibility that a participant may act negligently, such as failing to maintain control or not acting within their abilities, contributing to injury to themselves or others.

The Participant recognizes that equines are strong and potentially dangerous, sometimes without warning, and that the risks described here are only examples, not a complete list. The

Participant is not relying on the Released Parties to enumerate all possible risks. No assurances or guarantees regarding the condition or safety of The Horse Park at Woodside ("HPW") facility, Woodside Slide LLC ("WSS"), or Saddle Up Enterprises ("SUE") have been made. HPW, WSS, and SUE do not provide training or supervision for Equine Activities.

Equine Activities covered by this Release include those defined under California law and may involve petting, leading, feeding, watering, bathing, grooming, observing, assisting, or merely being in the vicinity of equines. The Participant agrees to wear an ASTM-standard F1163/SEI-certified equestrian helmet ("Helmet") when riding, but is not relying on the Released Parties to provide, fit, or monitor helmet use.

The Participant is responsible for their own health and safety, will obtain and maintain personal insurance, and is financially responsible for their own medical expenses. The Participant waives all rights to claims arising from participating in, observing, or merely being present during Equine Activities or on any property owned, leased, rented, organized upon, or otherwise occupied by the Released Parties.

Released Parties are defined as HPW, WSS, SUE, their subsidiaries, agents, assigns, trustees, employees, employers, directors, officers, volunteers, contractors, guests, visitors, members, managers, or others acting on their behalf.

The Participant waives, for themselves and their heirs and assigns, benefits from any state statute that would limit the scope of this Release, including Section 1542 of the California Civil Code, which states: "A general release does not extend to claims which Participant 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 Released Parties."

2. Release, Hold Harmless, Defend, Indemnify, and Photo Release

The Participant agrees to release, hold harmless, defend, and indemnify the Released Parties for any illness, injury, death, damage, or other Loss incurred by the Participant or their property, even if Loss is caused by negligence or other fault of Released Parties (except gross negligence or recklessness).

The Participant grants the Released Parties permission to use their photographs and video depictions in any format related to Equine Activities or other activities at HPW, WSS, and SUE. All negatives, video footage, and digital recordings are the sole and exclusive property of HPW, WSS, or SUE. The Participant irrevocably transfers and assigns all rights, title, and interest in these materials worldwide, including any copyrights, to HPW, WSS, or SUE.

3. Governing Law, Time Limitation, Attorneys' Fees, and Jury Waiver

This Release is governed and enforced by California law. All disputes regarding interpretation and enforcement shall be resolved exclusively by the state court in Santa Clara County, CA, with Participant submitting to this jurisdiction and venue.

This Release does not expire. Any claims or causes of action for Loss against Released Parties must be brought within one (1) year of the Loss, and claims for personal property Loss are limited to \$250. The Participant agrees to reimburse Released Parties for attorneys' fees and costs incurred in enforcing this Release or defending/prosecuting claims related to the Participant. The Participant waives the right to a jury trial in any action, proceeding, or claim against Released Parties related to this Release.

4. Severability and Modification

If any provision of this Release or its application is determined to be invalid or unenforceable, the remainder of the Release or the application of such provision will not be affected. Each provision shall be valid and enforceable to the fullest extent permitted by law. The Release may only be modified in writing signed by the Participant and an authorized agent of HPW, WSS, and SUE.

5. Participant Certification

The Participant certifies that they have read the entire Release, understand and agree to all terms and conditions, and intend to be legally bound by them. The Participant signs voluntarily, knowing that signing is required for participation in HPW, WSS, and SUE Equine Activities, and is aware that other facilities are available for Equine Activities.

Date: _____

Signature: _____

Address: _____

Participant signing on their own behalf and, if applicable, on behalf of their minor child.

Printed Name: _____ Phone: _____

E-Mail: _____

Emergency Contact Name/Phone/Relationship:

Name: _____; Phone: _____

Relationship: _____

Minor Participant's Name and Date of Birth: _____