

## ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATED TO COVID-19

BLENHEIM EQUISPORTS takes the coronavirus pandemic very seriously and has put in place preventative measures to help reduce the spread of COVID-19 pursuant to the guidelines, rules and regulations of USEF as set forth in US Equestrian Federation Covid-19 Action Plan which was provided to Competition Organizers and pursuant to Federal, State and local regulations. However, even with these preventative measures, BLENHEIM EQUISPORTS cannot guarantee that you will not become exposed to and/or infected with COVID-19. It is possible that attending the Competition may place you in close physical contact with others such as participants, trainers, grooms, staff, vendors, and other persons on the SHOW GROUND FACILITIES all of which could increase the risk that you contract COVID-19 or are exposed to it.

In consideration for entry upon the SHOW GROUND FACILITIES (Rancho Mission Viejo Riding Park and adjacent facilities as more fully defined in the prize list and two page entry blank) of the COMPETITION, the undersigned on behalf of myself, invitees, representatives, assignees, executors, heirs, employees, agents and, if applicable on behalf of my minor child or children, (collectively referred to as "I") agree that at any time while I am on the SHOW GROUND FACILITIES, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while on the SHOW GROUND FACILITIES, whether during the COMPETITION or not, and that such exposure or infection could result in personal injury, illness, sickness, disease, permanent disability, and death. I understand the risk of becoming exposed to or infected by COVID-19 while on the SHOW GROUND FACILITIES may result from the actions, omissions, or negligence of myself (I) or others, including, but not limited to, RELEASED PARTIES, participants, trainers, attendees, grooms, vendors, invitees and others who enter the SHOW GROUND FACILITIES.

**ASSUMPTION OF RISK:** I hereby acknowledge and **ASSUME the foregoing risk** of any serious personal injury including sickness and disease, including communicable disease such as COVID-19, bodily injury, damage, death. I assume the risk of ordinary negligence of the "RELEASED PARTIES" which I agree is defined as the Competition known as **Summer Festival @ Blenheim**, HORSE SHOW MANAGEMENT and/or MANAGEMENT and/or COMPETITION MANAGEMENT as referenced in the prize list, Blenheim Equisports Management Company, LLC, Blenheim Facility Management, LLC, City of San Juan Capistrano, Ace Equestrian LLC, the Cotton Family Trust, the Federation Licensee, "BLENHEIM EQUISPORTS", and 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. I assume the risk of negligent compliance and/or supervision and/or enforcement of the US Equestrian Federation Covid-19 Action Plan including but not limited to the Mandatory Requirements for Competition Organizers, of Federal, State and local regulations by RELEASED PARTIES and negligent compliance with any rules and regulations by others who are on the SHOW GROUND FACILITIES at any time.

**RELEASE AND WAIVER OF LIABILITY:** I hereby **fully and forever release, waive and discharge the RELEASED PARTIES** and each of them from any and all claims, demands, actions, causes of action, liabilities of any kind, damages, costs or expenses of any kind which I may or might have against the RELEASED PARTIES or any of them arising from the negligence of RELEASED PARTIES whether a Covid-19 infection occurs before, during or after being on the SHOW GROUND FACILITIES whether during the COMPETITION or not. **I agree to not sue** or bring any legal action, claim or demand against the RELEASED PARTIES.

**HOLD HARMLESS:** I agree to immediately defend, indemnify and hold harmless RELEASED PARTIES from and against any and all claims, liabilities, loss, damages, demands, actions, causes

of action, including attorneys' fees, costs and expenses, which may be made against them, or any of them, which arise out of the active or passive negligence of RELEASED PARTIES and/or out of my actions or inaction, including but not limited to any misrepresentations about my health while on the SHOW GROUND FACILITIES whether during the COMPETITION or not.

**AGREEMENT FOR ACCESS:** I agree before I enter the SHOW GROUND FACILITIES that I have taken my temperature and it is not higher than 99.5° F and that I have not tested positive or been in contact with anyone who has tested positive for Covid-19 within two weeks of entering the SHOW GROUND FACILITIES. While on the SHOW GROUND FACILITIES, I will wear a face mask except when riding and will to the Blenheim Equisports of my ability practice social distancing.

This agreement shall be governed by the laws of the State of California with respect to all RELEASED PARTIES. I agree this Release extends to all acts of ordinary negligence of RELEASED PARTIES and is intended to be as broad and inclusive as permitted by law. If any portion of this Release/Waiver of liability is held invalid, it is agreed that the balance shall continue in full legal force and effect. I have not relied on any oral representations or statements made that are contrary to or modify the above Releases, Waiver of Liability, Assumptions of Risks or warnings.

Your Name: \_\_\_\_\_  
First Name Last Name

Are You A Trainer? Yes No  
(Circle One)

I am a: Groom Rider Parent Official Vendor Employee/Contractor  
(Circle One)

My Trainer's Name: \_\_\_\_\_  
First Name Last Name

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Is this Waiver being signed for on behalf of a minor? Yes No  
(Circle One)

Name of minor: \_\_\_\_\_  
First Name Last Name

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_, 2020