

Feliz Cumpleanos Entry Form

June 29-30, 2024

Rider name _____

AERC# _____ Weight Division _____ Age _____

Email _____ Phone _____

Address _____

City _____ State _____ Zip _____

Intended distances (pick 50, LD or intro): Saturday _____ Sunday _____

Horse #1 _____ Age _____ Sex _____ AERC# _____

If rider not owner: Owner's name _____

Owner's AERC# _____ Owner's address _____

Horse #2 _____ Age _____ Sex _____ AERC# _____

If rider not owner: Owner's name _____

Owner's AERC# _____ Owner's address _____

I HAVE READ THE RULES, CONDITIONS AND REGULATIONS OF THIS RIDE AND OF THE AERC AND WILL ABIDE BY THEM.

_____ Date: _____

Rider's signature

Junior riders (under 16 years as of the first day of the ride season, Dec. 1, 2023) entered in the ride will be accepted and allowed to ride only if accompanied by an adult rider (21 or over). Juniors will not be allowed to start or continue on from any point without an adult sponsor. JUNIOR RIDERS MUST WEAR PROTECTIVE HELMETS. PARENT/GUARDIAN AGREES ON BEHALF OF JUNIOR TO ALL OF ABOVE AND GIVES PERMISSION FOR EMERGENCY MEDICAL TREATMENT FOR JUNIOR.

_____ Date: _____

Parent/Guardian signature

Junior Date of Birth _____ Sponsor name _____

Daily entry fee is: \$135 for 50 or LD. \$100 for intro. Add \$20 daily if not AERC member.

Total payment submitted: _____ . Return completed entry form by email and pay by PayPal to jhparke@icloud.com or mail entry form and check payable to John Parke to 2640 Krill Rd., Solvang CA 93463. Please submit entry form and payment no later than June 22, 2024.

Feliz Cumpleanos Ride Liability Release and Waiver

By signing this form, you are waiving, and releasing the ride manager of the Feliz Cumpleanos Endurance Ride (the "Ride"), John Parke, all ride personnel, the American Endurance Ride Conference, and all owners and lessees of the land where the Ride may take place including, but not limited to, Redwood-California, Ltd., the United States of America, Ralph Loston and the County of Santa Barbara (collectively referred to as "the Releasees") from all claims of liability as described below. Please read these legal terms carefully and sign to indicate your agreement. This agreement is governed by California law.

Agreement

Risk. In consideration of receiving permission to participate in the Ride, I agree as follows: I understand that endurance riding involves being in remote areas for extended periods of time, far from communications, transportation, and medical facilities; that these areas have many natural and man-made hazards which ride management cannot anticipate, identify, modify, or eliminate; that horses can be excitable, difficult to control, and unpredictable; and that accidents can happen to anyone at any time. I understand that the Ride may involve unavoidable risks, and that difficult and dangerous conditions or unanticipated hazards may be encountered. I also understand that accidents or injuries may occur in locations or circumstances where medical attention is not readily available and that the Releasees cannot guarantee availability or quality of emergency medical services. I am unaware of any reasons why I would physically be unable to participate safely in the Ride. While on the Ride and traveling to and from the Ride, I agree to take full responsibility for myself and the animal I am riding and to take all reasonable precautions to avoid injury to myself and others and to avoid damaging property, habitat, or wildlife.

I ACKNOWLEDGE THAT THE RELEASEES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SAFETY OF THE RIDE, THE SAFETY OF NATURAL CONDITIONS AND WILDLIFE, THE SAFETY OR CONDITION OF ANY PLACE WHERE THE RIDE IS LOCATED, OR THE SAFETY OR CONDITION OF ANY EQUIPMENT OR MATERIALS PROVIDED BY THE RELEASEES IN CONNECTION WITH THE RIDE. I AGREE TO PARTICIPATE IN THE RIDE ENTIRELY AT MY OWN RISK AND TO ASSUME ALL ASSOCIATED LOSSES AND LIABILITIES.

Release & Waiver. I further agree to release the Releasees and their officers, directors, employees, trustees, volunteers, and agents, from any and all liability for any injury or damage to me or any other person or property, or for my death or the death of any other person which may occur in connection with the Ride or my participation or during my presence on or travel to or from the Ride. I intend this release to be effective, to the maximum extent permitted by applicable law, regardless of whether the claim of liability is asserted in negligence, strict liability in tort, or other theory of recovery. For myself, my estate and personal representative, my heirs and assigns, I

agree (1) to make no claim, nor to institute any suit, action or proceeding against the Releasees, or their officers, directors, trustees, employees, volunteers, or agents relating to any accident, incident or occurrence in connection with the Ride or my participation, or during my presence on or travel to or from the Ride and (2) to indemnify, defend and hold harmless the Releasees, and their officers, directors, trustees, employees, volunteers and agents from any and all losses, claims, damages, penalties, liabilities, demands, costs and expenses (including, without limitation, litigation costs and attorneys' fees), to the extent arising from any injury or damage to me or any other person or property, or from my death or the death of any other person in connection with the Ride or my participation, or during my presence on or travel to or from the Ride. Notwithstanding the foregoing, nothing herein shall be deemed to waive or release the Releasees from any liability to the extent such waiver or release would be void against public policy. California law shall govern this Liability Release and Waiver agreement. I agree that this liability and release waiver extends to all claims of every kind and nature whatsoever whether known or unknown and expressly waive any benefits of California Civil Section 1542 which states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I HAVE CAREFULLY READ THIS LIABILITY RELEASE AND WAIVER AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE RELEASEES, AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____

Date: _____

Printed Name: _____

Address (street address – no PO boxes):

City: _____ State: _____ Zip: _____

Email Address: _____

Emergency Contact: _____

Contact's Phone Number: _____

Relationship to Emergency Contact: _____

Consent and Signature of Parent or Guardian of a Minor (if Participant is under 18 years of age):

Minor Birthdate: _____

Minor Name: _____

Minor Phone: _____

Minor Address (street address – no PO boxes):

City: _____ State: _____ Zip: _____

As the parent or legal guardian of the minor participant listed above, I hereby agree to the above terms individually myself and on the minor participant's behalf. I further agree that I will be responsible either for personally supervising the minor child for the duration of the Activity or for making arrangements for supervision of the minor by another responsible adult. By signing below, I agree to all the terms of this Liability Release and Waiver agreement on behalf of myself and the minor participant listed below

Parent/Guardian Name: _____

Parent/Guardian Signature:

Date: _____

Parent/Guardian Phone: _____

Email: _____

**RANCHO SAN FERNANDO REY RELEASE OF LIABILITY
RELEASE/WAIVER AND HOLD HARMLESS AGREEMENT**

PLEASE READ AND INITIAL EACH PARAGRAPH AS YOU APPROVE IT:

I am aware and fully understand that horses and livestock are unpredictable and dangerous, I realize that placing myself or my family members in this environment either, as a participant or a spectator, creates a hazardous situation and a risk of injury to person and property. _____

In consideration of allowing me access, I agree to release the owners and lessees of the property and their employees from any liability or responsibility to me or my property for accident, damage, injury or illness to person or property. _____

I assume all liability no matter how catastrophic, or the cause, which risk shall include but not be limited to bodily injury, physical harm or death to person or property. _____

I also agree to defend, indemnify and hold harmless the owners and lessees of the property and their employees against all claims, demands, and causes of action (which includes court costs and attorney's fees), prosecuted for my benefit. I agree that this release extends to all claims of every kind and nature whatsoever whether known or unknown and expressly waive any benefits of California Civil Section 1542 which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." _____

The owners and lessees of the Property and their employees have my permission to initiate emergency first aid treatment for myself and my children in the event such treatment is reasonably required.

I have carefully read each point listed above and agree to each statement.

Date: _____

Printed Name: _____

Children's Names: _____

Signature: _____