

RELEASE, WAIVER, HOLD HARMLESS, DEFEND, AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned, as a participant, spectator, visitor, guest, invitee, volunteer, vendor, sponsor, and/or contractor, on his or her own behalf and, if applicable, as the parent or legal guardian of a minor participant, spectator, visitor, guest, invitee, volunteer, vendor, sponsor, and/or contractor (collectively “**Participant**”), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement (this “**Release**”):

1. **Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Equine Activities (as defined below), as well as merely being near a horse or pony (collectively “**equine**”), including, illness, injury, death, property damage, or any other loss (collectively “**Loss**”) resulting from faulty tack and equipment, a failure of Released Parties to make a reasonable and prudent effort to determine the ability of the Participant to engage safely in the Equine Activity or manage safely the particular equine, and/or the result of a dangerous latent condition, as well as: (a) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.), (b) the unpredictability of an equine's reaction to sounds (ex.: machinery, equipment, doors, rain, wind, thunder, voices, ATV's, gun shots, cars, trucks, snakes, etc.), sudden movement (ex.: rider or jump falling, loose horse or dogs, etc.), and unfamiliar objects (ex.: jumps, poles, barrels, flowers, water, flags, golf carts, etc.), persons (ex.: riders, visitors/guests, spectators, etc.), other animals (ex.: leashed or unleashed dogs, cats, wildlife, etc.), or other things, (c) certain hazards such as surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery, hard, or deep footing or flooring, construction material, other dangerous latent conditions of the property, etc.), (d) collisions with other equines or objects, and (e) the potential of a participant to act in a negligent manner that may contribute to injury to participant or others, such as failing to maintain control over the equine, or not acting within his or her ability. Participant understands the Loss that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and potentially dangerous, even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties to list all possible equine-related risks. Participant agrees that no warranties or representations as to the condition or safety of Released Parties' facility have been made. Participant agrees that engaging in Equine Activities under this Release includes, but is not limited to, those defined under California law, as well as petting, leading, feeding, watering, bathing, or grooming an equine, or assisting with any of these activities, and otherwise interacting with or merely being in the vicinity of equines (collectively “**Equine Activities**”). Participant understands and agrees that Participant is required to wear an ASTM-standard F1163/SEI-certified equestrian helmet (“**Helmet**”) while on an equine. Participant is not relying on Released Parties to provide, check fitting, or monitor the wearing of a Helmet. Participant accepts responsibility for the execution of this Release by anyone at Released Parties' facility at Participant's request, invitation, or permission, whether or not engaging in Equine Activities. Participant agrees to be responsible for his/her personal health and safety, to purchase and maintain his/her own insurance, remain financially responsible for his/her medical expenses, and hereby waives his/her right to any claims arising from participation in or observation of any Equine Activities or merely being present on property owned, leased, rented, visited, organized upon, or otherwise occupied or utilized by Released Parties, regardless of the reason for Participant's presence on the property. The following shall be included as Released Parties under this Release: Coachella Horse Park LLC, doing business as Desert International Horse Park, CHP Land Company LLC, CHP Show Management Company LLC, doing business as Apex Equisport, and each of their respective parent, affiliate and subsidiary companies, agents, successors, assigns, employees, volunteers, contractors, representatives, assistants, sponsors, members, managers, shareholders, officers, directors, owners, trustees, licensees, invitees, related entities, as well as any other person or entity acting on their behalf or in any manner connected with the ownership and management of the above listed parties (collectively “**Released Parties**”). Participant acknowledges that he/she hereby waives on his/her behalf and on behalf of his/her heirs and assigns, and fully understands the effect of such waiver, all benefits flowing from any state statute that would otherwise limit the scope of this Release, including but not limited to **Section 1542 of the California Civil Code**, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

2. **Release/Hold Harmless/Defend/Indemnify/Photo Release:** Participant agrees to release, hold harmless, defend, and indemnify Released Parties for Loss incurred by Participant or Participant's property, even if such Loss is caused by negligence or other fault of Released Parties (except gross negligence, recklessness, or intentional misconduct). Participant grants permission for Released Parties to use his/her photograph and video depictions in any format engaging in Equine Activities and/or related moments.

3. **Governing Law/Time Limitation/Attorneys' Fees/Jury Waiver:** This Release shall be construed and enforced in accordance with California law. All disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively by the state court in Los Angeles, California. Participant submits to this jurisdiction and venue for such purpose. Participant agrees that this Release does not expire and that any and all claims and/or causes of actions for Loss by Participant against the Released Parties surviving this Release must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to Two Hundred Fifty Dollars (\$250). Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing this Release and/or in defending or prosecuting any claims or causes of actions involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action, proceeding, or claim brought by Participant against Released Parties on any matters related to, arising out of, or connected with this Release.

4. **Severability/Modification:** If any provision of this Release shall be determined to be invalid or unenforceable, the remainder of this Release shall not be affected thereby. Each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and Coachella Horse Park LLC's manager, President, or Chief Executive Officer.

5. **Participant Certification:** Participant certifies that he/she has read this entire Release and understands, agrees, and intends to be bound by all of these terms and conditions, certifies that Participant signs below voluntarily, understands that the signing below is required for Participant to participate in Equine Activities, and knows that Participant has other facilities to choose from to engage in Equine Activities.

Date: _____ Signature: _____ Address: _____
Participant signing on my own behalf and if applicable on behalf of my minor child

Printed Name: _____ Phone/E-Mail: _____

Emergency Contact Name/Phone/Relationship: _____

Minor Participant's Name and Date of Birth: _____

**RELEASE, WAIVER, HOLD HARMLESS, ASSUMPTION OF RISK, DEFEND, AND INDEMNIFY AGREEMENT
FOR INFECTIOUS DISEASES INCLUDING COVID-19 RELATED LOSS**

WARNING: IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF ILLNESS, INJURY, OR DEATH (collectively "Loss") ARISING OUT OF YOUR PRESENCE AT THE FACILITY (defined below) SPECIFICALLY RELATED TO COVID-19 OR ANY OF ITS MUTATIONS, FORMS, DERIVATIVES, OR OTHER INFECTIOUS DISEASES (collectively "COVID-19").

I, the undersigned, hereby enter into this Release, Waiver, Hold Harmless, Assumption of Risk, Defend, and Indemnify Agreement for Infectious Diseases Including COVID-19 Related Loss (this "**Agreement**") in consideration of my, and my minor child if applicable (collectively "**I**", "**me**", or "**my**"), ability and permission to access, utilize, occupy, visit, attend, or otherwise be present on Released Parties' (defined below) property (the "**Facility**") during and after the COVID-19 pandemic, for any reason, whether or not related to equines or equine activities.

1. Risk of Loss/Protective Measures/No Guarantee: By signing this Agreement, I hereby acknowledge that I have familiarized myself with the risk of Loss accessing, utilizing, occupying, visiting, attending, or otherwise being at the Facility (collectively "**Using**") for any reason and the current protective measures at the Facility intended to minimize my risk of exposure to COVID-19. I agree the protective measures are satisfactory and sufficient for me to accept and assume the risk of my COVID-19 exposure resulting from Using the Facility occupied by other individuals. I understand and agree that Released Parties (as defined below) cannot guarantee: (a) the protective measures can or will prevent my exposure to COVID-19; (b) will be complied with by all individuals at the Facility; or (c) that others will not act in a negligent manner that may contribute to my Loss or contraction of COVID-19. I agree to fully comply with all protective measures required by the Facility as they now exist or may be revised from time-to-time as posted on the property or available on www.deserthorsepark.com. I accept full responsibility for my own safety and the sanitization of myself and personal property I contact at the Facility. If I am a parent or legal guardian of a minor individual, I consent to the minor Using the Facility and agree to remain responsible for the minor's Loss and compliance with all required protective measures.

2. Medical Attention/Disclosure: I understand and agree that engaging in equine activities or merely Using the Facility exposes me to inherent risks of personal injury that may require medical attention including, but not limited to, first aid and/or emergency medical care. I therefore consent to personal contact by Released Parties and/or medical personnel deemed necessary for providing for my care at the Facility and/or the hospital, even at the risk of my COVID-19 exposure. I agree to hold Released Parties harmless for such medical attention and any Loss directly or indirectly resulting therefrom. I agree that in the event I am diagnosed as infected with COVID-19, I authorize medical personnel to provide Released Parties information regarding my Loss and treatment for contact tracing or any other purpose.

3. Release/Hold Harmless/Defend/Indemnify: I agree to release, hold harmless, defend, and indemnify Coachella Horse Park LLC, doing business as Desert International Horse Park, CHP Land Company LLC, CHP Show Management Company LLC, doing business as Apex Equisport, and each of their respective parent, affiliate and subsidiary companies, agents, successors, assigns, employees, volunteers, contractors, representatives, assistants, sponsors, members, managers, shareholders, officers, directors, owners, trustees, licensees, invitees, related entities, as well as any other person or entity acting on their behalf or in any manner connected with the ownership and management of the above listed parties (collectively "**Released Parties**") from and against any liability, attorneys' fees, costs, or other Loss I may incur arising out of or in any way connected with my exposure to or contraction of COVID-19 as a direct or indirect result of my Using the Facility whether by my negligence or the negligence or other wrong doing of Released Parties (other than gross negligence or recklessness). I acknowledge that I hereby waive on my behalf and on behalf of my heirs and assigns, and fully understand the effect of such waiver, all benefits flowing from any state statute that would otherwise limit the scope of this Agreement release, including but not limited to **Section 1542 of the California Civil Code**, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

4. Bound Parties/Governing Law/Jury/Expiration/Time Limit/Severability/Modification: I understand and agree this Agreement is binding on my spouse, partner, family, minor child, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns, and I agree to all the terms and conditions of this Agreement on my own behalf and on behalf of my minor for purposes of permitting our Using the Facility. For any claims or disputes (collectively "**Claims**") relating to the interpretation or enforcement of this Agreement, I agree California law applies, must be resolved by the Los Angeles county, California state court, and I waive my right to a jury trial. I agree that this Agreement does not expire and that any surviving Claims must be brought within one (1) year of the date accrued. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Agreement can only be modified in writing signed by myself and Coachella Horse Park LLC's manager, President, or Chief Executive Officer.

WARNING

BEFORE SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE INFORMATION CONTAINED THEREIN. I ACKNOWLEDGE THAT I DO NOT NEED ANY FURTHER EXPLANATION OF ITS CONTENTS AND WAIVE ANY FURTHER EXPLANATION. I HAVE VOLUNTARILY AGREED TO ITS TERMS AND PROVISIONS, UNDERSTAND AND AGREE THAT I HAVE OTHER FACILITIES TO CHOOSE FROM, AND AGREE THAT NO OTHER STATEMENT, REPRESENTATIONS OR INDUCEMENT, APART FROM WHAT IS STATED IN THIS AGREEMENT, HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT AND MY SIGNATURE.

Date: _____ Printed Name: _____

Signature: (on my own behalf and on behalf of minor, if applicable): _____

Address: _____

Phone: _____ E-mail: _____

Emergency Contact (name and phone #): _____