

**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 CHOSE 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 #): _____