

**Fallbrook Riders, Inc.
Adult Membership Application**

Name: _____ Check No.: _____

Address: _____ Amount: _____

Phone: _____ e-mail: _____

Affiliated Club Membership: _____ Yes _____ No Check One:

Fallbrook Pony Club: _____ Fallbrook Horsemasters: _____

Fallbrook Silver Spurs: _____ Other: _____

Waiver of Rights and Release of Liability

THIS IS A WAIVER OF RIGHTS AND AN AGREEMENT NOT TO SUE. YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING THIS DOCUMENT. THE EXECUTION OF THIS DOCUMENT IS A CONDITION TO PARTICIPATE IN ACTIVITIES AT FALLBROOK RIDERS FIELD.

1. I acknowledge horseback riding (including jumping, cross country, etc.), and all events and activities arising out of permission to use the facilities at Fallbrook Riders Field as part of membership in Fallbrook Riders, Inc. ("Activities") are dangerous activities and that participation in the Activities as a participant, an individual contractor, or volunteer (collectively "participant"), exposes the participant to a substantial and serious risk of property damage, personal injury or death.
2. I acknowledge that participation in the Activities will involve such a hazard, I hereby agree to assume those risks and to release and hold harmless all of the persons or entities mentioned herein who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages.
3. Being fully aware that participation in the activities will expose said member/guest to substantial and serious risk of property damage and/or personal injury or death, and in consideration for having been given permission to enter upon that real property of Fallbrook Riders Field belonging to Fallbrook Riders, Inc., I hereby release Fallbrook Riders, Inc. or any successor-in-interest and their respective officers, directors, employees, attorneys and agents of each entity or organization ("Releasee") from liability for any and all claims for damages for death, personal injury of property damage which I may have, claims that are known and unknown, foreseen and unforeseen, future or contingent.

Initial

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Initial

4. I shall not now nor at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Releasee arising out of or related to the actions, causes of action, claims and demands hereby waived, release or discharged by the undersigned. This release shall be binding upon the undersigned, his/her spouse, legal representatives, heirs, successors and assigns.

Initial

5. I agree to indemnify and hold harmless the Releasee from all claims or losses resulting from my failure to abide by all applicable rules and regulations of Fallbrook Riders, Inc.

Initial

6. If I or my heirs make a claim against the Releasee, I and my heirs will be liable for payment of their associated expenses, including legal fees, court costs, expert witness fees, and lost wages.

Initial

7. If any part of this agreement is determined to be unenforceable under the applicable law, all other parts shall still be given full force and effect and the agreement shall be completed in respect of the aspects covered by the part which is declared unenforceable as to give effect to the intent herein expressed to the fullest extent permissible by law.

Initial

8. I further agree that the Releasee may send me home at any time during my use of the premises if they determine that my continued participation in use of the premises may adversely affect the health, safety, welfare or enjoyment of myself or any other person.

Initial

9. I currently have a health insurance policy in effect, which covers myself for any and all injuries that I may sustain during the use of Fallbrook Riders Field.

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10. I agree that any dispute, claim or controversy in law or equity arising out of or relating to this Agreement or breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego, California, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered by Judicial Arbitration and Mediation Services (JAMS) pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

By initialing in the space to the right of this paragraph you hereby agree to have all matters as set forth above decided by arbitration and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. In addition,

by initialing you are giving up your rights to discovery and appeal. I have read and understand the foregoing and agree to submit disputes as set forth above.

Initial

11. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

Initial

I have carefully read this document and fully understand its contents. I have initialed the above paragraphs and am aware that this is a release of liability, waiver of legal rights and I sign it of my own free will.

Signed on this date: _____

Signature of Participant

Printed Name of Participant

Signature of Witness

Printed Name of Witness