

**Fallbrook Riders, Inc.
Child Application**

Childs Name: _____ Check No.: _____

Address: _____ Amount: _____

Phone: _____ e-mail: _____

Parent/Legal Guardian Name: _____ Member None Member

Address: _____

Parent/ Legal Guardian Name: _____ Member None Member

Address: _____

Phone: _____ e-mail: _____

Affiliated Club Membership: _____ Yes _____ No Check One:

Fallbrook Pony Club: _____ Fallbrook Horsemasters: _____

Fallbrook Silver Spurs: _____ Other: _____

Date of Birth: _____ Ages: _____

**WAIVER OF RIGHTS AND RELEASE OF LIABILITY
(MINOR CHILD)**

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.

We the Parents and/or legal guardian of the minor child _____ on his/her behalf and on our own behalf agree to the following:

1. We 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 of our minor child in the Activities as a participant, an individual contractor, or volunteer (collectively "participant"), exposes them to a substantial and serious risk of property damage, personal injury or death.
2. We acknowledge that participation by our child in the Activities will involve such a hazard, we as parents or legal guardian(s) hereby agree to assume those risks

Initial

and to release and hold harmless all of the persons or entities mentioned herein who (through negligence or carelessness) might otherwise be liable to our minor child (or their heirs or assigns) for damages.

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3. Being fully aware that participation in the activities will expose our minor child to substantial and serious risk of property damage and/or personal injury or death, and in consideration for our minor child given permission to enter upon that real property of Fallbrook Riders Field belonging to Fallbrook Riders, Inc., as parents or legal guardian(s) and on behalf of our child 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 our minor child may have, claims that are known and unknown, foreseen and unforeseen, future or contingent.

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4. We as parents, legal guardians(s) or our child 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 our minor child, the undersigned, his/her spouse, legal representatives, heirs, successors and assigns.

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Initial

5. We as parents, legal guardian(s) and our child agree to indemnify and hold harmless the Releasee from all claims or losses resulting from our child failure to abide by all applicable rules and regulations of Fallbrook Riders, Inc.

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Initial

6. We as parents or legal guardian(s) agree that if a claim is made on behalf of ourselves or our child against Releasee, we will be liable for payment of their associated expenses, including legal fees, court costs, expert witness fees, and lost wages.

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7. We as parents or legal guardian(s) understand and agree that the facilities and property at Riders Field may have patent defects and latent defects and Releasee has made no representations concerning the condition of the above described property nor has the Releasee made any representation or warranties that the described property is fit for the use of participating in equestrian events or activities associated therewith, and any personal injury or property damage resulting to my child and/or my family, from any patent defects or latent defects on the above described property shall not be the liability of Releasee.

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8. We further agree that he Released Parties may send our minor child home at any time during their use of the premises if they determine that our child's continued participation in use of the premises may adversely affect the health, safety, welfare or enjoyment of our minor child or any other person.

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9. We currently have a health insurance policy in effect, which covers the minor child for any and all injuries that they may sustain during the use of Fallbrook Riders Field. Fallbrook Riders, Inc. does not have liability insurance coverage for bodily injury your child may sustain.

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10. We agree as parents or legal guardian(s) and on behalf of our child 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 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.

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Initial

Allocation of Fees and Costs: 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.

/_____
Initial

By initialing in the space to the right of this paragraph on behalf of our selves and on behalf of our child hereby agree to have all matters as setforth above decided by arbitration and we are giving up any rights that we or our minor child might possess to have the dispute litigated in a court or jury trial. We have read and understand the foregoing and agree that the matters setforth above our to be decided by arbitration.

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

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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

12. We understand and agree that this Release of Liability shall be legally binding upon myself, my child, my heirs, my estate assigns, legal guardians and my personal representatives. Should any portion of this agreement be deemed invalid for any reason, the remaining provision shall be severed and shall be legally binding upon the parties hereto.

Initial

13. All parents/legal guardians must initial and sign this document before your child will be permitted to be involved in activities at Riders Field.

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 entered into this agreement voluntarily and of my own free will.

Signed on this date: _____

Mother or Legal Guardians Signature on behalf of minor child

Mothers Printed Name on behalf of minor child

Father or Legal Guardians Signature on behalf of minor child

Fathers Printed Name on behalf of minor child

Signature of Witness

Printed Name of Witness