

# 2021/2022 MEMBERSHIP & USE APPLICATION (Polo Players Basic Park Membership)

Rider Name:		. Date <mark>: .</mark>	
Parent/Guardian Nam	ne if under age 18:		
Address:			
City <mark>:</mark>	. State <mark>:</mark>	. Zip <mark>: .</mark>	
Phone:	. Email <mark>:</mark>	. Date of Birth:	
As a Polo Member, I			
Sign Name:			
Must be signed by a Par	rent or Guardian if Member is under the age of	18	
Help ensure the futu	Park is a non-profit organization (501) are of The Horse Park with a tax des  \$250  \$500  \$1000  THANK YOU FOR YOUR	ductible donation in the amount of:  \$\square\$	
Check enclosed	*Note: All credit cards will be charged  VISA*  MasterCard* yable to The Horse Park at Woodside.		
PLEASE DON'	T FORGET TO SIGN THE MANDATO		



# General Agreement & Release of Liability

Rider: \_\_\_\_\_\_\_, hereby acknowledge that I have requested permission to participate in equestrian or other activities on the premises (the "Premises") of **The Horse Park at Woodside** ("HPW"). I am aware that equestrian activities, including the teaching, training or coaching thereof can be hazardous and includes risks and dangers including, without limitation, the potential for serious bodily injury, sickness and disease (including communicable diseases), trauma, pain and suffering, disability, paralysis and death, loss of or damage to personal property, exposure to extreme conditions and circumstances, accidents, collisions; and other undefined, not readily foreseeable and presently unknown risks and dangers. I am voluntarily assuming the risk and danger of injury or death inherent in the participation in equestrian or other activities on the Premises.

Furthermore, I hereby grant permission to HPW and its authorized agents ("Agents") while on the Premises (i) to photograph, film and/or videotape me and (ii) to use, publish and/or archive photographic images and/or voice recordings of me (collectively, the "Images") in any and all forms and media without approval or compensation. I acknowledge that all negatives, video footage and digital recordings of the Images are the sole and exclusive property of HPW. To the extent that I may have rights in the Images, I hereby irrevocably transfer and assign all right, title and interest in the Images worldwide, including all copyrights, to HPW.

In consideration for being permitted to use the Premises, I hereby agree that I, my heirs, my distributees, guardians, legal representatives and assignees will not make a claim against, sue, attach the property of, or prosecute HPW, its landlord, directors, officers, members, employees or assignees (the "Released Parties"), for any claim I now have or may hereafter have for death, injury or property damage, which may arise from or be in any way connected to my use of or presence upon the Premises, whether caused by my acts of omission or negligence or anyone else's. To the fullest extent permitted by law, I shall defend, indemnify and hold harmless the Released Parties for and against any and all claims, damages, losses, expenses and liabilities of every kind in any way arising out of or in connection with my activities under this agreement. This indemnity shall apply regardless of any active and/or passive negligent act or omission of the Released Parties. In addition, it is understood that any and all insurance that I have shall be primary.

I have read and understand the following language of Section 1542 of the California Civil Code which provides "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." Having reviewed this provision, I nevertheless voluntarily release the Released Parties from any and all liability for claims arising out of the matters set forth herein. I understand the word "claims" to include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but nonexclusively, all claims arising out of the matters set forth herein. All claims are forever barred by this release without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or any other claims or cause of action. Furthermore, I acknowledge that I intend these consequences even as to claims for injury or damages that may exist as of the date of the release, but which I may not know exist, and which, if known, would materially affect my decision to execute this release, regardless of whether my lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

I have carefully read this release, waiver of liability, assumption of risk, indemnity agreement and promise not to sue and fully understand its contents. I acknowledge that this document is a contract and agree that if a lawsuit is filed against the Released Parties for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred by the Released Parties in defending such an action.

I acknowledge that I have read and understand rules established by HPW for activities on the Premises. Furthermore, I agree to comply with all rules and policies, and I am aware that I am responsible for following all rule/policy updates as they become available on the HPW website. I understand that violation of the rule and/or policies of HPW may result in removal from the property and the revocation of my membership to The Horse Park.

Must be signed by a Parent or Guardian if Member is under the age of 18)  Print Name:  Emergency Contact Name(s):	ture (required <mark>):</mark>	S
Emergency Contact Name(s):	e signed by a Parent or Guardian if Member is under the age of 18)	M
	Name <mark>:</mark>	P
English Control W	gency Contact Name(s):	Е
Emergency Contact #(s):	gency Contact #(s):	E



#### **Horse Park Rules**

These rules are in place to protect the rider, horse, and the integrity of the facility including the Cross- Country Course. Please review The Horse Park website regularly for full rules and policy/rule changes.

#### General Rules:

## • PLEASE DRIVE SLOWLY! 10 MPH ON ALL HORSE PARK ROADS!

- Membership is required to use Horse Park facilities.
- All membership types must comply with Horse Park dog policies/rules.
- Only Dog Members and Full Members are allowed to bring their dogs to Horse Park.
- Helmets are required when mounted for anyone 18 years old or under (regardless of riding style).
- No jumping allowed without helmets, regardless of age or skill level.
- No jumping alone anywhere on the property (this includes arenas).
- No unattended or loose horses.
- No unattended turnouts in the Round Pen.
- If there is an emergency, <u>call 911 first</u> and then the Main Office. All non-urgent injuries and incidents need to be reported to the Main Office within the same day.
- No smoking anywhere on the property.
- No open flames, campfires or cooking.
- Arenas and Cross-Country Course may be closed due to weather conditions, Horse Park maintenance or horse shows.
- Drive on designated roads only, **NOT** on the Cross-Country Course.
- Pasture and other facility gates must remain closed, please close behind you.
- All members and visitors, please clean up after yourself, your horses and your dogs.
- All members and visitors should be courteous to staff and others.
- All members and visitors should yield to Horse Park staff, equipment and contracted vendors.
- No dogs are permitted to accompany a rider or riders while riding.
- Rider's family, guests, and spectators must stay out of arenas and off the Cross-Country Course and keep to designated viewing areas.



- Rider's family, guests, and spectators must respect the "NO DOG" policy.
- Show exhibitors (non-members) are not permitted to use jumps on the Cross-Country Course.
- Dogs need to be leashed, kenneled, housed or tied in barn areas and out of foot horse / traffic. Dogs are **not** allowed in any arena.
- All riders/trainers must either attain a HPW "Pay As You Go" or "Full" membership with required paperwork and/or insurance certificate (trainers) **PRIOR** to using the facility.
- All "Pay As You Go" members must check in and pay use fee **BEFORE** using the facility.
- Riders, when schooling on the Cross-Country Course, **MUST** wear a safety helmet, protective vest, approved medical armband, and be accompanied by a partner over 18 years of age with a cell phone.
- Riders may never jump a "closed" fence or any "closed" section of the Cross-Country Course.
- When the Cross-Country Course is closed, it pertains to all the portions of the course, for all types of riding and driving.
- No unauthorized vehicles permitted on the Cross-Country Course.

#### **Violations**

Please report any infractions of these rules by fellow members, boarders, trainers, or staff to Horse Park Main Office immediately.

Any violation of HPW rules/policies may result in the revocation of membership and/or removal from the property.

#### **Emergencies**

In the event of an emergency, dial 911 immediately. Then please notify The Horse Park Main Office at (650) 851-2140 or a Horse Park office employee. The Horse Park is located at 3674 Sand Hill Road in Woodside, San Mateo County, California.

Updates on activities and facility conditions are available on the website or by calling The Horse Park Main Office at (650) 851-2140 during regular business hours.

# **Entrance Gate Access Procedure/Hours**

Gates will automatically open/close as each vehicle enters and exits during regular business hours.

## **DOG RULES**

Cross-Country Course Designated Hours for Dogs: Sunrise - 10:00 AM & 5:00 PM - Sunset

- Why Are There Rules For Dog Members?
  - 1. Member safety is the #1 priority at The Horse Park. The shared environment of dogs and horses provides a challenging mix of uses. Many horses are frightened of loose dogs, loud dogs, dogs running through water at high speed, or dogs chasing after thrown objects. Loose horses are a hazard and are extremely dangerous to pedestrians, vehicles and other riders. Strict adherence to Horse Park rules is necessary to keep the Park safe and available to all members.
- Who May Bring Dogs To The Horse Park? Where Are They Allowed?
  - Dog Walker Members and Full Members may exercise their dogs on the Cross-Country Course or bring leashed dogs to the remainder of The Horse Park. If it is otherwise unoccupied, dogs may also be exercised off leash in the south parking lot/trailer parking area.
  - 2. Show participants may bring dogs only during events and must obey all Horse Park rules. Subject to following such rules, show participants may exercise their dogs on the cross-country field or perimeter trail during designated dog hours only.
  - 3. Basic Day Use Members are equestrian members **only**. They may not utilize The Horse Park for their dogs.
  - 4. The Cross-Country Course is designated into "interior" and "perimeter" areas. See below for separate uses. The perimeter trail is the trail along the inside of the fence line of The Horse Park. The tracks of the Cross-Country Course are the interior areas.
- Rules That Apply On Cross-Country Course:
  - 1. Permitted members may exercise their dogs on the Cross-Country Course during designated hours if the course is open to equestrian use and at any time the Horse Park is open even if it is closed to equestrian use.
  - 2. Designated hours for interior Cross-Country access are currently sunrise to 10:00 AM and 5:00 PM to sunset.
  - 3. The perimeter trail is open to permitted members and their dogs at any time. The Horse Park is generally open, and whether or not the Cross-Country Course is open to equestrian use, the perimeter trail remains subject to right of way and general rules.
  - 4. If a competition is being run which utilizes the Cross-Country Course, no dogs are allowed on the interior Cross-Country Course or the perimeter trail at any time during the active phase of the competition.
  - Dogs may be off leash in the Cross-Country field ONLY if they are under complete voice control at all times (and should never be more than 100 feet from the handler). It is the handler's ultimate responsibility to be on the lookout for approaching horses, in all directions.

# • General Dog Rules

- 1. All dog walkers must abide by general Horse Park hours and rules.
- 2. Dogs **MUST** be leashed, kenneled, housed, or tied in barn areas at all times.
- 3. Dogs may not ever enter an arena, and are not permitted next to an arena that is being used.
- 4. Horses/Riders always have right of way. It is **mandatory** that even when it is otherwise permitted for a dog to be unleashed (i.e. on Cross-Country Course), any dog who is being approached in any direction by a horse, must be put on a leash and must yield to the horse/rider, even IF the rider grants permission to stay unleashed.
- 5. No dogs may accompany you while riding or "run alongside" vehicles, including golf carts, motorcycles, etc.
- 6. Please clean up after yourselves and your dog(s) wherever you are at The Horse Park, including on the Cross-Country field.
- Courtesy refuse bags are available at the entrances to the Cross-Country Course and near the Four Winds Annex. Courtesy leashes are available at the Main Office if you have forgotten your own.
- 8. No "Professional Dog Walkers" are permitted at The Horse Park at any time.
- 9. The Horse Park practices a "no tolerance" policy as it relates to aggressive, disobedient, mismanaged, and/or mishandled dogs. Any such dogs will not be allowed to return to The Horse Park and members may lose their membership privileges.