



PARTICIPANT WAIVER

For and in consideration of Grand Prix de Santa Fe, LLC, dba HIPICO Santa Fe (“HIPICO”) allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longueur, lessee, owner, agent, coach, official, trainer or volunteer) in a HIPICO event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities (“Equestrian Event”); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Participant Waiver (the “Waiver”):

ACKNOWLEDGEMENT OF RISK

I, the undersigned, knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any Equestrian Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the HIPICO Event organizers and management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).

Furthermore, a horse’s participation in an Equestrian Event atmosphere is inherently dangerous. Risks include stabling, use of common areas, injury from other horses, bedding and feed issues, weather conditions, fire, theft, footing issues and risks, both known and unknown, generally associated with an Equestrian Event atmosphere of the sport.

WAIVER AND RELEASE OF LIABILITY

I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Equestrian Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Equestrian Events at HIPICO Santa Fe. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any Equestrian Event at HIPICO Santa Fe.

Consequently, knowing these facts, the undersigned nevertheless, in consideration of your acceptance of my participation, hereby for myself, my child, my heirs, executors, administrators and assigns, waive, release, discharge and hold harmless Grand Prix de Santa Fe, LLC, t/a HIPICO, its managing members, officers, employees, contractors, agents, independent contractors and all other persons and organizations in any way affiliated with the activities described herein, including, but not limited to injuries to Participant, Horse and equipment. **Accordingly, Participant agrees or Parent agrees on behalf of the Participant not to sue the above individuals and entities or otherwise make any claim against such parties in connection with injury, damage or death to Participant, Horse or Equipment.**

WAIVER OF UNKNOWN CLAIMS

Participant/Parent expressly waives any rights that they might otherwise have with regard to unknown claims. For the purposes of this section, "claims" shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with participation and this Agreement.

INDEMNITY

The Undersigned agrees to hold harmless, indemnify and defend Grand Prix de Santa Fe, LLC, t/a HIPICO, its managing members, officers, employees, contractors, agents, independent contractors and all other persons and organizations in any way affiliated with the activities described herein from any and all claims, demands, causes of action, damages, judgments, orders, costs of expenses, including reasonable attorney's fees, whether actually incurred or not, which may in any way arise from or be in anyway connected with Rider's participation in the Equestrian Event use of or presence upon the property of Grand Prix de Santa Fe, LLC and its facilities.

WARRANTY RE: HORSE

The Undersigned warrants that the participating horse shall be accustomed to the generally accepted Equestrian Event atmosphere and shall be free from infection or contagious or transmittable diseases. Grand Prix de Santa Fe, LLC reserves the right to refuse access or use of any horse upon the premises if same does not appear to Grand Prix de Santa Fe, LLC to be in good health, or is deemed dangerous or undesirable.

PHOTOGRAPHY AND VIDEO

From time to time, events at this facility are photographed and recorded for public broadcast, digital and print distribution. The copyrights of any photography or video production by and for HIPICO Santa Fe and its representatives remain the property of HIPICO Santa Fe. No image or portion of any event may be copied, sold or rebroadcast (except non-economic use by the event participants) without the express written consent of HIPICO Santa Fe. All copyrights are reserved under the Federal Copyright Laws of The United States.

PHOTO RELEASE: By signing the form, Participant and Parent agree to waive the right to the use of my/their photos/videos at the Equestrian Event and grant HIPICO Santa Fe full use of any and all Equestrian Event photos and video.

WAIVER OF STATUTES

Participant and Parent agree to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, materials or otherwise, that the person giving the release does not know or suspect to exist at the time of executing said release.

EQUINE LIABILITY ACT

The New Mexico Equine Liability Act, NMSA 42-13 to 42-13-5, stipulates that any person, corporation or partnership is immune from liability for the death or injury of a rider, which resulted while the rider was engaged in an equine activity. Exceptions include findings of conscious, reckless or intentional disregard for a rider's safety or failure to make reasonable and prudent efforts to ensure safety. Please refer to the statute.

The Undersigned acknowledges that he/she has read the foregoing and understands and agrees to its content.

Dated:

Participant

If Participant is a Minor, Parent/Guardian of Participant

Participant Signature

Parent/Guardian Signature, if Minor Participant