Lone Oak Schooling Shows 2022 Schooling Horse Show May 21 @ 9:00 A.M. Gates open at 7:30

Offering: English, Western/Ranch, Jumping, Trail

Location: Lone Oak Equestrian 11690 Murphy Ave, San Martin

Judge: Shari McHenry http://www.loneoakstable.com/events.html

Mailed From: Horse Show Manager Lone Oak Equestrian 11690 Murphy Ave San Martin, CA 95046

GENERAL RULES **2022 Show Policies and Rules**

- 1. Age of Horse and Rider is as of January 1, 2022. Horses must be serviceably sound to compete.
- 2. All Riders MUST check-in, register and sign the release form before mounting a horse.
- 3. Management has the right to combine, split or cancel classes when appropriate. Judges decision is final.
- 4. Juniors (17/under) MAY NOT show or handle colts or stallions.
- 5. A high point person of the day will be tallied on one horse/rider combination. High points will be tallied 6,5,4,3,2,1.
- 6. A TWO MINUTE GATE CALL WILL BE ENFORCED.
- 7. Ribbons will be awarded thru 6th place.
- 8. A trail/jump obstacle fee of \$10.00 will be charged if entered in a trail/jumping class.
- 9. English Pleasure is open to Saddle Seat and Hunt Seat Riders.
- 10. All English riders 18/under must wear an ASTM approved Helmet or hunt cap with the harness securely fastened when mounted anywhere on the show grounds, unless riding Saddle Seat.
- 11. Lead Liners must have a lead rope connected to a halter that is either over or under the bridle and must have feet in stirrups. No handler younger than 13 will be allowed to lead. All handlers must sign a release form.
- 12. Exhibitor numbers must be visible at all times. If on a saddle pad, they must be visible on both sides of the saddle pad. You are only allowed to compete under the number assigned to you and your horse.
- 13. Limited food available to purchase onsite.
- 14. All dogs/pets on grounds must be on a leash. Keep your area picked-up.
- 15. Stalls are not to be used unless asked for at registration. Any exhibitor found to be using an unassigned stall, for tying up a horse or as a tack stall, will be charged a day stall fee of \$25.00.
- 16. No rain date Show will continue at management's discretion. All monies will be refunded if the show is canceled.
- 17. NO REFUNDS for any reason unless a horse or rider has been injured. Rider/owner must submit a Vet or Dr. certificate postmarked within five days after the show date. NO REFUNDS for missed classes. It is your responsibility to stay close to the arena and keep track of your classes.

Schooling Horse Show May 21 @ Lone Oak EQ, San Martin Judge: Shari McHenry

English Walk/Trot - Main Arena

- Begins at 9:00am
- 1. W/T English Pleasure Warm up
- 2. W/T English Pleasure Youth 17/under 3. W/T English Pleasure 18+AA/Open
- Frailish Oractor Main Array
- English Canter Main Arena 4. English Pleasure Warm up
- 5. English Pleasure Youth 17/under
- 6. English Pleasure 18+AA/Open

English Jumping over fences- Jumper

<u>Arena</u>

- 7. W/T Hunter Hack (poles) 13/under 8. W/T Hunter Hack Youth/AA crossrails 9. Hunter Hack 2', Youth/AA/Open
- 10. W/T Hunter Course crossrails
- 11. W/T Jumper Course crossrails
- 12. W/T Equitation Hunter Course crossrails
- 13. W/T/C Hunter Course crossrails
- 14. W/T/C Equitation Hunter crossrails
- 15. Hunter Course 1'9" Youth/AA/Open
- 16. Equitation Hunter Course 1'9" Y/AA/Open
- 17. Hunter Course 2', Youth/AA/Open
- 18. Equitation Hunter Course 2' Y/AA/Open
- 19. Jumper Course 2', Youth/AA/Open
- 20. Hunter Course 2'3", Youth/AA/Open 21. Jumper Course 2'3", Youth/AA/Open
- 22. Hunter Course 2'6", Youth/AA/Open
- 23. Jumper Course 2'6", Youth/AA/Open

30 minute break for lunch Western classes will not start before 1:00p.m.

Showmanship - Main Arena

24. Beginning Showmanship - all ages 25. Advance Showmanship - all ages

<u>Leadline - Main Arena</u>

- 26. Leadline pleasure 4-10
- 27. Leadline equitation 4-10

Western/Ranch Walk/Jog - Main Arena

- 28. W/J Pleasure Warm-up
- 29. W/J Pleasure Youth 17/under
- 30. W/J Pleasure 18+AA/Open

Western/Ranch Lope Classes - Main Arena

Pleasure Warm-up
 Pleasure Youth 17/under
 Pleasure 18+AA/Open

Trail - Trail Course Arena

34. Beginning Trail Course - all ages and saddle types35. Advance Trail Course - all ages and saddle types

PlayDay (fun classes) - Main Arena

Truth or Dare - Main Arena 36. Select a paper from the dish. Do the truth or dare. Select a prize from the A or B boxes.

Water Holding - Main Arena

37. W/T/J water holding

Rules: the rider will be given a cup of water and be asked to walk, backup, trot around cones and poles. They will be asked to extend the trot. The rider with the most amount of water remaining in the cup wins.

Registration Form

| Rider Name: | | | | |
|---------------|--|--------------------------------------|---------|---------------------------|
| Horse Name: | | | ł | Horses Age: |
| Address: | | City | State | Zip |
| Email Addres | s: | | _Phone: | |
| Competition (| Category (circle one): 17 & u | inder 18 & ov | /er | |
| Classes: one | entry per Horse/Rider combination | | | |
| Classes: | | | | |
| Fees: | | x \$18.00 = | | |
| | Daily horse show fee (Unlimited classes) | x \$150.00 = | | |
| | Drug Fee per Horse Arena/Office Fee per Horse Trail/Jump Obstacle Fee (if in Trail or Jump classes) | \$8.00 = \$25.00 = 2 \$10.00 = | 5.00 | (N/A if Lone Oak boarder) |
| | (own feed) | \$25.00= x \$35.00= x \$35.00= | | |
| | Total Due | | | |
| Please Comp | lete Attached Release of Liability a | nd COVID Waiver | | |
| Make checks | payable to Lone Oak Eque | strian Center, Inc. | | |
| Office Use Or | nly | | | |
| Date Receive | ed | | | |
| Check Numb | er: Amount: | | _ | |
| Received: | Release COV | ID waiver | | |

Lone Oak Equestrian Center, Inc. 560 Church Ave, San Martin, CA 95046 Phone: (408) 683-2800 Stephen and Shari McHenry

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARTICIPATION AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

I,______, the undersigned, in consideration of my participation horseback riding hereby agree to release and discharge Lone Oak Equestrian Center, Inc. (hereinafter "LOEC"), Stephen McHenry and Shari Trumbo-McHenry_on behalf of myself, AND my minor child ______, my heirs, assigns, personal representatives and estate as follows:

ASSUMPTIONS OF INHERENT RISKS

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness, or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all of those risks:

A horse may without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person all of which may cause or the rider to fall or be jolted, resulting in serious injury or death.

Equipment may fail; saddles or bridles may loosen or break resulting in serious injury or death.

• Additional risk includes but are not limited to those caused by the action of other people including but not limited to co-participants. I hereby assume all the risks of participating in horseback riding.

2. I acknowledge that horseback riding is a dangerous activity and involves RISKS that may cause SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

3. I voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment, and gear provided to me by Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry, and understand that equipment can fail at any time thereby resulting in injury.

4. I voluntarily assume the risk and danger of injury or death inherent in the use of the stables and property where Lone Oak Equestrian Center, Inc. is located.

WAIVER OF LIABILITY FOR NEGLIGENCE

5. I RELEASE Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry today and on all future dates from any claim of injury, death, other damage or loss resulting from my participation, or as a result the ORDINARY NEGLIGENCE of Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry their employees and agents in connection with my riding experience or ability. INCLUDING BUT NOT LIMITED TO training or selecting horses, maintenance, care, fit or adjustment of saddles, bridles or other equipment, instruction on riding skills or leading and supervising riders, and the maintenance and care of the property where lone Oak Equestrian Center, Inc. is located.

6. I expressly WAIVE any rights I may under California Civil Code 1542, which states: "A general release does not extend to claim which the creditor doesn't not know or suspect to exist is favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

INDEMNIFICATION AGREEMENT

7. I INDEMNIFY, SAVE AND HOLD HARMLESS Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry and their employees and agents AGAINST ANY LOSS, LIABILITY, DAMAGE, OR COST that may incur either

a. Arising out of or in any way connected with either my use of the horse, property and any equipment or gear provided therewith or any acts or omissions of employees or agents OR

b. Arising out of claims of co-participants, rescuers, and others arising from the conduct of my participation in horseback riding.

COVENANT NOT TO SUE

8. I RELEASE, DISCHARGE AND PROMISE NOT TO SUE Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry doing business under own name or any other name and/ or any of their employees, or agents FOR ANY LOSS, LIABILITY, DAMAGE, OR COST WHATSOEVER ARISING OUT OF RELATED TO ANY LOSS, DAMAGE, OR INJURY (INCLUDING DEATH) TO MY PERSON OR PROPERTY.

RULES AND HEALTH STATUS

9. I acknowledge receipt of a copy of the Rules of Conduct established by Lone Oak Equestrian Center, Inc. and agree to abide by them. I also agree to abide by and follow any additional rules established or instructions given by Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari
Trumbo-McHenry or any of their employees or agents with regard to my use of the stable property, horse or any equipment or gear provided therewith.
10. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event or ongoing events, and to cover bodily injury or property damages caused to a third party as a result of my participating in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

11. I represent that, to the best of my knowledge, I do not have any health conditions that would make it inadvisable for me to participate in equestrian activities and agree to notify Lone Oak Equestrian Center, Inc. in the event of any changes that would make such participation inadvisable.

12. I understand and agree that Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry strongly urge all participants to wear ASTM-standard SEI certified helmet while riding. I understand and agree that I bear all risk associated with riding without a helmet. I understand and agree that no person under (18), and no person regardless of age who is jumping will be allowed to mount any horse or pony owned or under the care of Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry without wearing an ASTM-standard and SEI certified helmet.

PHOTO/VIDEO RELEASE

13. I hereby agree that LOEC may take photographs or videos of me at any time I am on the LOEC facility, and post them on the LOEC website(s), Facebook pages, Instagram and other social media, without limitation, for purposes of highlighting past events, promoting future events, or promoting LOEC facilities and/or services.

VENUE, SEVERABILITY, ATTORNEY FEES & INTEGRATION CLAUSE

14. I agree that if, in spite of this contract, legal action is brought regarding a claim, it must be brought in the Superior Court of Santa Clara County, California and further agree that the substantive laws of the State of California shall apply in any action brought.

15. The undersigned expressly agrees that the foregoing assumption of risk, waiver of liability for negligence, and indemnity agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California Law, and that in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

I acknowledge that this document is a contract and agree that if a lawsuit is filed against Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry or their owner, agents, employees for any injuries or damage in breech of this contract, the undersigned will pay all attorney's fees and cost incurred by Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry in defending such an action.
 I understand that this is the entire agreement between myself (and minor child if applicable) and Lone Oak Equestrian Center, Inc., and Stephen

McHenry and Shari Trumbo-McHenry and cannot be modified or changed in any way by the representative or statements of any employee or agent or by me.

18. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND IS A RELEASE AND INDEMNITY FOR ALL CLAIMS.

19. If I am a parent or guardian of a minor child choosing to participate in horseback riding activities with Lone Oak Equestrian Center, Inc., and Stephen McHenry and Shari Trumbo-McHenry I consent to the child's participation and **AGREE**, to all of the above provisions and **AGREE** to assume all of the obligations of this release on both myself and the child's behalf.

| (Signature of Participant) (Printed name of Participant) | | Date | |
|---|------------------------|------|---------------------------|
| | | Date | |
| (Signature of | Parent or Guardian) | Date | |
| Address : _ | | | |
| Phone : _ | | | |
| Email: _ | | | |
| Witness : | | | |
| | (Signature of Witness) | Date | (Printed Name of Witness) |

WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT

THIS AGREEMENT (hereinafter, "Agreement") MUST BE CAREFULLY READ AND SIGNED AS A CONDITION TO AND IN CONSIDERATION OF my ability to participate, provide services for, conduct, prepare for or participate in any activities leading up or related to, or otherwise attend or be present at the _______ events (hereinafter, the "Events") (and hereinafter, collectively, the "Activities"). I UNDERSTAND THAT I AM NOT OBLIGATED TO PARTICIPATE IN THE EVENTS OR ACTIVITIES. I ALSO UNDERSTAND THAT BY SIGNING THIS AGREEMENT AND PARTICIPATING IN THE EVENTS OR ACTIVITIES THAT I AM AGREEING TO WAIVE CERTAIN RIGHTS.

AFTER HAVING FULLY READ THIS AGREEMENT, I, on behalf of myself, my personal representative, heirs, and next of kin (hereinafter collectively, the "UNDERSIGNED") hereby:

- 1. **EXPRESS ASSUMPTION OF RISK**: UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious. Based on currently available information and clinical expertise, older adults and people of any age who have certain underlying medical conditions have a higher risk for severe illness from COVID-19. There have been preventative measures put in place to reduce the spread of COVID-19; however, RELEASEES (defined below) CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, if the UNDERSIGNED becomes infected with COVID-19, the UNDERSIGNED may expose others to the risk of infection. The Activities could increase UNDERSIGNED's and other's risk of contracting COVID-19. By signing this Agreement. UNDERSIGNED acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that UNDERSIGNED may be exposed to or infected with COVID-19 from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH TO THE UNDERSIGNED OR OTHERS. UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID-19 by UNDERSIGNED's participation in the Activities may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED EXPRESSLY AGREES, COVENANTS, AND PROMISES TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, OR DISEASE, OR DAMAGE TO MYSELF, TO OTHERS OR TO PERSONAL PROPERTY OF MINE OR OTHERS ARISING FROM MY PARTICIPATION IN THE ACTIVITIES OR EVENT or my presence at Lone Oak Equestrian Center, Inc. UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown.
- 2. WAIVER AND RELEASE: UNDERSIGNED hereby RELEASES, WAIVES, AND FOREVER DISCHARGES, Lone Oak Equestrian Center, Inc., and, Stephen and Shari McHenry with respect to all of the foregoing persons, each of their owners, shareholders, members, officers, directors, managing agents, employees, independent contractors, insurers, agents, and all other persons or entities participating or involved in the Events (hereinafter collectively, the "RELEASEES"), from any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY TO OR RESULTING IN DEATH (including but not limited to INJURY TO OR RESULTING IN DEATH FROM COVID-19) of the UNDERSIGNED or others arising out of or related to any of the Activities (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED shall not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any Released Claim.
- 3. **INDEMNITY AND HOLD HARMLESS**: UNDERSIGNED hereby agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS, to the fullest extent permitted by law, the RELEASEES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim, (ii) the UNDERSIGNED's Activities, or (iii) the UNDERSIGNED transmitting or exposing COVID-19 to others; and in each of (i), (ii) and (iii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of UNDERSIGNED's improper and/or tortious conduct in connection therewith.

- 4. INFORMED CONSENT AND VOLUNTARY PARTICIPATION: UNDERSIGNED fully acknowledges and understands that COVID-19 is extremely contagious. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY OR DEATH AND EXPOSING OTHERS TO COVID-19. UNDERSIGNED acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. UNDERSIGNED acknowledges that his or her participation in the Activities are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19 or otherwise. For more information please see the Center For Disease Control's site at https://www.cdc.gov/coronavirus/2019-nCoV/index.html.
- 5. UNDERSIGNED acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols to protect the health of the UNDERSIGNED; (2) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (3) clear his or her participation of any Activity with his or her personal physician. UNDERSIGNED also agrees, represents and warrants that he or she will not participate in any Activity if he or she (or any member of such person's household) (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, or (iii) has been exposed to someone known or believed to have been exposed to COVID-19 with in the last 14 days.
- 6. UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy.
- 7. UNDERSIGNED hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this Agreement. This Agreement shall be governed by the laws of CALIFORNIA except with respect to its conflict of laws principles. This Agreement is in addition to, and not a substitution for any other waiver, release, assumption of risk, or similar agreement executed by the UNDERSIGNED which covers the Event or Activities.

| NAME (PRINT) | DATE OF BIRTH: | | |
|--------------|----------------|--------|------|
| SIGNATURE | DATED: | | |
| ADDRESS: | CITY: | STATE: | ZIP: |
| PHONE: | | | |