



Skye Valley Training Show 2008 Show Series



SCHOOLING SHOW ENTRY FORM

(Circle Date)

March 9

June 1

July 20

August 17

October 26

Rider: _____ Horse: _____

Horse Color: _____ Height _____ Age: _____ Breed: _____ Gender: _____

Address: _____ City, State, Zip _____

Phone #: _____ FAX#: _____ Legible Email: _____

Parents: _____ Cmpl Address: _____ Phone: _____ Email: _____

Owner: _____ Cmpl Address: _____ Phone: _____ Email: _____

Trainer: _____ Cmpl Address: _____ Phone: _____ Email: _____

Parent Name (If rider under 18 yrs old) - Must sign entry: _____

Coach Name and Signature (If rider/trainer) is not present: _____

| Select Classes by Number or Division (Circle your classes) | Hunters | | | | | | | | Jumpers | | | Medal or Costume |
|---|---------------------------|-------------------------------|---------------------------|-------------------------|--------------------------|-------------------------|--------------------------|--------------------------------|------------------------|--------------------|--------------------|------------------|
| | Periwinkle (Walk/Trot) | Aquamarine (Pile of Poles) | Turquoise (Crossrails) | Agate (1'6" to 2'0") | Indigo (2'0" to 2'3") | Royal (2'3" to 2'6") | Cobalt (2'6" to 2'9") | Ultramarine (2'9" to 2'11") | Navy Jumpers (2'6") | Sapphire (3'0") | Midnight (3'6") | |
| WARMUP O/FENCES | | 5 | 10 | 15 | 15 | 22 | 22 | 29 | 34 | 38 | 42 | |
| OVER FENCES - Equitation | 1 | 6 | 11 | 16 | 20 | 23 | 27 | 30 | 35 | 39 | 43 | |
| OVER FENCES - Hunter | 2 | 7 | 12 | 17 | 21 | 24 | 28 | 31 | 36 | 40 | 44 | |
| FLAT - Equitation | 3 | 8 | 13 | 18 | 18 | 25 | 25 | 32 | 37-J | 41-J | | |
| FLAT - Hunter u/Saddle | 4 | 9 | 14 | 19 | 19 | 26 | 26 | 33 | | | | |
| Medal - 2'9" or Costume | | | | | | | | | | | | |
| Class 99 - Sale Horse: | | | | | | | | | | | | |
| TOTAL CLASSES | | | | | | | | | | | | |

CLASS FEES: Pre Entry-\$18/Post Entry-\$25 x _____ = \$ _____

Sale Horse Class 99*: Fence Height: _____ \$40 x _____ = \$ _____

**Class 99 Note: Enclose Horse Info: price,age,size,breed,sex,contact information and brief description of accomplishments*

MANDATORY FEES

Office fee per Entry: (CIRCLE ONE: Pre Entry = \$5 or Post Entry = \$15) = \$10.00-Pre OR \$15.00-Post

Mandatory CA Drug Fee: = \$ 5.00

SUB TOTAL = \$ _____

STABLING

Day Stall and Overnight Stabling on a limited basis - \$35/day or ! = \$ _____

(Limited - call to reserve, first come first served basis with paid entry)

TOTAL FEES DUE: CK # Date: Final \$ _____

Please Make Checks Payable to: Skye Valley Training

Mail To: 6671 Eensburg Lane, Dublin, CA 94568

Fax Pre-Entries to 925-803-0858 or email to dawn.benson@comcast.com

Any Questions? Call Dawn Benson at 925-719-1615



SHILOH WEST RELEASE FORM

PLEASE READ IT - THIS DOCUMENT LIMITS OUR LEGAL LIABILITY

1. The undersigned Owner/Rider/Student/Parent or Guardian shall abide by all rules and regulations of Shiloh West Ranch. If I have not seen the rules and regulations it is my responsibility to find them. _____ **Initial here**
2. The undersigned Owner/Rider/Student/Parent or Guardian shall assume all responsibility and risk arising out of engaging in or participating in equestrian activities at Shiloh West Ranch. The undersigned Owner/Rider/Student/Parent or Guardian shall hold Jaimi Martin & Skye Valley Training & Shiloh West Mgmt., their agents and employees or any family members harmless from all damages or liability for and injury to person, injury to horse, damage to personal property or for wrongful injury or death caused by negligence. _____ **Initial here**
3. The undersigned Owner/Rider/Student/Parent or Guardian does for him/herself, his/her heirs, executors, administrators, and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against Jaimi Martin & Skye Valley Training & Skye Valley Training & Shiloh West Mgmt. their agents and employees or any family member for any of said causes of action, whether the same shall arise by the negligence of any person or otherwise. (This means you will not sue us or any employee, agent or family member for any reason at any time even if we are negligent.) _____ **Initial here.**
4. The undersigned will by signing this document promise to indemnify & Shiloh West Mgmt. for any and all damages, verdicts, judgments, expenses, costs and attorney fees which they may incur in defending themselves against such claims. The undersigned will by signing this document promise to indemnify Jaimi Martin & Skye Valley Training & Shiloh West Mgmt. for any and all damages, verdicts, judgments, expenses, costs and attorney fees that they may incur in defending themselves against such claims even if Jaimi Martin & Skye Valley Training & Shiloh West Mgmt. are found guilty or negligent. _____ **Initial here.**
5. The undersigned acknowledges that he/she has read the foregoing paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in equestrian activities and is fully aware of the legal consequences of signing the within instrument.

Waiver of Unknown Claims

I understand that horse-related activities, especially horse shows, are inherently dangerous. I expressly assume the risks associated with visiting Jaimi Martin & Skye Valley Training & Shiloh West Mgmt which is operated by Shiloh West Management, a California corporation ("Jaimi Martin & Skye Valley Training & Shiloh West Mgmt") and participating horse shows, clinics and other horse related activities at Jaimi Martin & Skye Valley Training & Shiloh West Mgmt, including the risk that Jaimi Martin & Skye Valley Training & Shiloh West Mgmt, L.P., a California limited partnership, or their owners, shareholders, partners, officers, directors, employees, agents or contractors (collectively, the Spring Down Parties") may be negligent. Each of the undersigned expressly waive any benefits I may have under Section 1542 of the California Civil Code relating to the release of unknown claims: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor".

Release and Hold Harmless Agreement for Parents or Guardians

We are the lawful parents of _____ (name of child) and have all legal rights to sign this agreement on behalf of our child and ourselves. Accordingly, we have reviewed the risks that our child will be undertaking in visiting SKYE VALLEY TRAINING/SHILOH WEST and engaging in horse related activities through SKYE VALLEY TRAINING/SHILOH WEST, including automobiles, is subject to theft, damage or loss. We expressly agree, on behalf of ourselves, our child, our child's heirs and legal representatives, to assume these risks and not sue the SKYE VALLEY TRAINING/SHILOH WEST

Parties or otherwise make a claim against such parties, and we release the SKYE VALLEY TRAINING/SHILOH WEST Parties, in connection with any injury or death occurring on the SKYE VALLEY TRAINING/SHILOH WEST premises or in connection with any SKYE VALLEY TRAINING/SHILOH WEST activities, or in connection with any damage or loss of personal property. In addition, we will defend, indemnify and hold the SKYE VALLEY TRAINING/SHILOH WEST Parties harmless against all claims, demands, and causes of action, including without limitation, court costs, attorneys' fees, directly or indirectly arising from my action or other proceedings brought or prosecuted for our benefit or our child's benefit. This release and hold harmless shall apply whether the matter to which it applies arises under contract, tort, (including active or passive negligence of the SKYE VALLEY TRAINING/SHILOH WEST Parties) or otherwise.

Rider Signature: _____ Date: _____

Parent or Guardian Signature: _____ Date: _____

(If Rider is under 18 years of age)

Trainer Signature: _____ Date: _____

**EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND
INDEMNITY AGREEMENT
REGARDING MINOR CHILD AND ANY COMPETITORS OF SKYE VALLEY TRAINING SHOWS
/SHILOH WEST TRAINING CENTER**

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement Regarding a Minor Child (the "Agreement") is entered into by the undersigned in favor of Jaimi Martin, Skye Valley Training, LLC and their respective owners, officers, members, employees and agents as well as the owners of any horses used by my Child at Skye Valley Training, LLC and any clinicians conducting clinics organized by Skye Valley Training, LLC (collectively the "Released Parties" and each a "Released Party"). In consideration for my Child, _____, being permitted to participate in Equestrian Activities with Skye Valley Training, LLC, which Equestrian Activities include but are not limited to riding, training, longing, long lining, driving, participating in instruction and/or clinics, competing, boarding, assisting veterinarians or farriers, transporting, grooming and handling horses or observing others doing any of the above activities ("Equestrian Activities") at the Released Parties' premises or elsewhere, with or without supervision, I acknowledge and agree as follows:

1. **Dangerous Activity:** I acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I recognize that even the best trained horses can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I understand that neither my Child's actions, nor the actions of any other person or animal can necessarily be controlled, and that my Child's safety and that of my horses and other property (including any horses or other property nominally owned by my Child) cannot be guaranteed while participating in Equestrian Activities.
2. **Assumption of Risks:** Understanding the risks involved, I voluntarily choose to allow my Child to participate in Equestrian Activities and to be around horses, and I EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY TO OR DEATH OF MY CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I accept full and complete responsibility for the safety of myself, my Child, any guests or observers accompanying me or my Child or present at my invitation, my horses, and other personal property. Further, I assume the risk of any damage or injury caused by my Child or my horses, and indemnify the Released Parties against any claims for damage to persons or property caused by my horse, whether or not the horse is under my control or my Child's control at the time. I have discussed the risks of participating in Equestrian Activities with my Child, who with an understanding of the risks to the extent his/her age and experience permits, voluntarily chooses to participate in Equestrian Activities.
3. **Unpredictability of Cause, Personal Responsibility:** I understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my Child's responsibility to control any horse he/she is handling or riding to the extent possible, even during instruction, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible her own safety and that of others.
4. **Personal Property:** I agree that I am responsible for the security of my own and my Child's personal property, including horses, tack and equipment, and any personal effects that I bring to the Released Parties' premises, and that the Released Parties cannot guaranty the security of my property. Should I leave any personal property in the custody of the Released Parties, I do so at my own risk. None of the Released Parties shall have any liability to me in the event of loss, damage, unauthorized use by any person or theft of any such property. I acknowledge that I need to purchase sufficient insurance to cover my own property, horses and other interests.
5. **Release and Waiver of Claims:** On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY MY CHILD OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY CHILD'S PARTICIPATION IN EQUESTRIAN ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section 5 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury or damage to my Child, me or my property.
6. **Promise Not to Bring Suit:** I hereby agree that I, my and my Child's heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either in my or their own name or on behalf of my Child, for any loss or damage arising or resulting directly or indirectly from my Child's participation in Equestrian Activities or my or my Child's presence at the Released Parties' premises.
7. **Indemnification:** I agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to actual financial damages, consequential damages, punitive damages, and attorney's fees and other costs of defense arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any property which might result, directly or indirectly, from my Child's participation in Equestrian Activities or from the actions of any horses owned by me or in my or my Child's control.

8. **Invitees:** I agree that I will not permit any person other than the Released Parties to ride or handle my horses or any other horse in my control at the Released Parties' premises unless such person has executed and delivered to Jaimi Martin a form of this Agreement and/or other applicable form(s) required by them or by Skye Valley Training, LLC. I agree that damages to the Released Parties that may arise from a breach of my agreement under this Section 8 include (a) liabilities and costs arising from claims that would have been released or waived had my invitee executed the required document(s), and (b) the costs and expenses of defending any such claims. I agree to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs and expenses. Further I assume all risk of damage or injury to my invitees while they are my or my Child's guests at the Released Parties' premises, and indemnify the Released Parties against any claims for damages or injury suffered by my invitees.

9. **Nature of Claims Waived:** I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss my Child or I may suffer as a result of my Child's participation in Equestrian Activities may not be entirely foreseeable. I do realize and acknowledge that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of any property I may have with me or leave at the Released Parties' premises. Knowing the possible extent of damages my Child or I may suffer, I hereby expressly waive any claim under Section 1542 of the California Civil Code, relating to the release of unknown claims, which Section reads as follows: "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."

10. **California Law, Jurisdiction:** The terms of this Agreement shall be governed by and interpreted according to the laws of the State of California, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I FURTHER UNDERSTAND THAT THE TERMS OF THIS EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER CALIFORNIA LAW.

11. **Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by California law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and 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.

12. **Representations and Warranties:** I hereby warrant that:
 - (a) I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
 - (b) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.
 - (c) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY INITIALS ON THE PAGES ABOVE AND MY SIGNATURE BELOW ARE ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

By: _____
 Mother or Guardian

Date: _____

Please Print:
 Name: _____

Address: _____

Telephone: _____

By: _____
 Father or Guardian

Date: _____

Please Print:
 Name: _____

Address: _____

Telephone: _____