

Yosemite Lakes Park Equestrian Center

Code of Conduct

Anyone using the Yosemite Lakes Park Equestrian Center must have this document on file with the Association.

YLP Equestrian Center Boarders and Visitors are required to show respect and understanding to others, as well as to display proper conduct at all times. The cooperation of all concerned will provide an atmosphere for everyone to enjoy.

All boarders/visitors must conduct themselves in an appropriate fashion. Rude or disrespectful language/behavior displayed toward another person is considered inappropriate. Jeering at another rider’s talent or riding ability is inappropriate. Any actions considered detrimental to the health, safety or well-being of any horse or person is unacceptable. Behavior deemed dishonest, unethical, unsportsmanlike or illegal will not be tolerated.

All boarders/visitors must adhere to all published Yosemite Lakes Park Equestrian Center Rules and Regulations and Code of Conduct. A copy of these documents can be found in the YOLA office, or at the YLPEC Barn. Boarders/visitors using the YLPEC are responsible for reviewing and understanding these rules prior to using any of the facilities at the YLPEC.

Upon report of any infractions to the Rules and Regulations or Code of Conduct appropriate disciplinary action will be taken by the YLPEC Committee and/or the General Manager.

I have received a copy of the Code of Conduct, Rules and Regulations and/or Rules for General Use of the Yosemite Lakes Park Equestrian Center. I acknowledge my obligation to read and understand its contents, and further acknowledge and agree that:

- The statements contained in the Code of Conduct are guidelines for conduct. They do not necessarily represent all policies or practices in force at any particular time.
- The Code of Conduct dated below supersedes any previous Code of Conduct that may have been issued by the YLPEC.
- I have been given the opportunity to ask any questions I might have about guidelines that I do not understand.

_____ signed _____ date

_____ print name _____ lot number

_____ guest signature _____ date

Appeals: Riders/visitors have the right to an appeal process which will consist of a review by the YLOA Board of Directors, in the presence of the individual bringing the appeal. However, an appeal can only be made if there is new evidence in the case, or if there has been a violation of the established procedures. Disliking the disciplinary action taken is not sufficient reason for an appeal.

Jonathan Penrose, YLOA General Manager

Bridget Balestra, Barn Manager

Indemnity and Release Agreement

Whereas, the undersigned (herein "User") wishes to use certain Yosemite Lakes Park Homeowners' Association (herein YLOA) facilities or property, located at 30250 Yosemite Springs Parkway, Coarsegold, California including the Yosemite Lakes Park Equestrian Center (herein YLPEC) for activities related to equestrian riding and exercising or any combination of related activities in conjunction with the YLPEC as generally described; however, User understands that this agreement broadly applies (as discussed below) to any and all property damages or injuries that arise from general use of the YLPEC or any use of any of the YLOA facilities and/or property;

Whereas, User wishes to use YLOA facilities and/or property, including (but not limited to) its recreational facilities and YLPEC;

Whereas, YLOA and User acknowledge that such use of recreational facilities and engaging in recreational activities or otherwise engaging in activities associated with such recreational endeavors may result in accidents, injuries to the User, injuries to third parties and/or property damage;

Whereas, YLOA does not monitor, control, supervise, or otherwise participate in (in any manner whatsoever) such recreational activities, and will not be responsible for the User's safety or the safety of the User's property in any respect;

Whereas, the YLOA would not allow User to use its property or otherwise engage in such recreational activities if it would result in potential liability or any responsibility whatsoever from the YLOA to the User or any third party in any way as a result of the User's activities;

Whereas, the User recognizes that there are dangers and risks of injury and/or property damage to him/her and to third parties as a result of engaging in recreational activities, but wishes to engage in such activities and assume such risks;

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

1. User agrees to assume all known and unknown risks of engaging in any and all activities, recreational or otherwise, on YLOA property, or any other activity or risk, known or unknown, which may arise while being on YLOA property and releases YLOA and its agents, employers, and/or members, from any and all known and unknown, suspected or unsuspected, liabilities, claims, rights of action, and for causes of actions which the User or User's agents, employees, family members, students, club members, may assert against YLOA;

2. User also agrees to release and forever discharge and to save, indemnify, defend and hold harmless the YLOA and its agents, employees, and members (including paying its attorney's fees of counsel of its reasonable choice, and any/all of its litigation expenses and costs) from and against any and all, known and unknown, suspected and unsuspected liabilities, claims, rights of action, causes of action, judgments and/or demands arising out of and/or related to any property damage or personal injuries, including but not limited to physical, mental, emotional and/or psychological injuries and/or illnesses, disorders and trauma of any type whatsoever, including but not limited to death and all property damages incurred by the User or any third party arising out of User's (including but not limited to the User's agents, employees, family members, students, children, club members) use of or acts or omissions while on YLOA property, using YLOA property or facilities, or which causes harm to or on YLOA property to any person or property thereon;

3. User expressly waives any and all rights and or claims under Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does now or suspect to exist in his or her favor at the time of executing this release, which if known by him or her must have materially affected his or her settlement with the debtor."

READ CAREFULLY BEFORE SIGNING

User (or if the User is a minor, the signature of the consenting parent or guardian)

Print Name _____ Lot Number _____

Signature _____ Date _____
Date

Name of Minor _____

(If the signature above is by a consenting parent or guardian, please print name of minor)

Photo release _____ YLOA can use photos of _____ taken while using the YLPEC.

Yosemite Lakes Homeowners' Association

By _____

Name _____ Date _____