



27224 Hwy 78 Ramona, CA 92065

OaksCenter.com

This document is for your view and agree to online prior to registration. You will be required to sign in person upon arrival to the property. By checking the box at registration registration means you have read and agree to the following:

GENERAL RELEASE AND WAIVER

The undersigned has asked The Oaks Venture, LLC ("The Oaks") to allow the Conference Attendee/Vendor named above, sometimes referred to herein as the "participant," to participate in the activities offered at The Oaks and adjacent equestrian facilities operated by Oaks Equestrian, LLC ("OE"). References herein to the property, premises or facilities of The Oaks shall include those operated by OE. Activities may include, but are not limited to, archery, swimming, diving, pool slide, lake use, hiking, biking, field games, tennis, basketball, horseshoes, horse rides, snack shop, gift shop, game room activities and the like. [This waiver also applies to vendors on property to provide a service to guest group (i.e. caterer, band, photographer, wedding coordinator, etc).]

If the Conference Attendee named above is a minor, the undersigned hereby authorizes The Oaks to allow said minor to participate in all activities offered to attendees of the Conference. The undersigned (a) acknowledges that the activity involves physical exertion and other risks; (b) is aware of the possibility of risk of injury to individuals participating in or observing the activities; (c) is aware that such risk of injury includes, but is not limited to, risk of permanent disability, blindness, loss of hearing, or death; (d) recognizes the need for each participant to follow all rules and directions given by any Oaks Staff Member, Program Director, Referee, Lifeguard, or Medic; (e) understands that each participant shall be required to wear any safety gear deemed necessary by The Oaks and that it is the responsibility of each participant to do so; (f) warrants that the physical and mental condition of the participant will enable him/her to participate safely in each of the activities listed above; (g) understands and acknowledges that other risks to which the participant may be exposed include, but are not limited to, snake bite, insect bites and stings, exposure to poisonous plants, as well as risks associated with traveling along mountain roads and inclement weather.

The undersigned, individually and on behalf of any minor Conference Attendee named above, hereby waives and releases The Oaks and OE and their respective owners, officers, directors, employees, agents, and insurers, and each of them, from any and all claims, demands, actions, causes of action and rights, (contingent, accrued, inchoate, or otherwise), which may arise out of, or in connection with, the participant's attendance at the above-referenced Conference and/or any activity engaged in by the participant while attending the Conference, whether such claim is based upon The Oaks's or OE's active or passive negligence or otherwise.

In addition, the undersigned agrees to defend and hold The Oaks and OE and their respective owners and employees harmless from and against any and all claims, liabilities, expenses, damages, losses, causes of action, and suits (including, without limitation, attorneys' fees and costs) arising out of, or any way related to, the participant's attendance at the above-referenced conference and/or any activity engaged in by the participant while attending the Conference, whether such claim is based upon The Oaks's active or passive negligence or otherwise.

IMAGE RELEASE AND WAIVER

The undersigned hereby gives permission to The Oaks to use any photographs, videos, and/or audio recordings of the participant for promotional materials, including the The Oaks web site postings, without compensation, including, but not limited to, any royalties, proceeds, and/or other benefits derived from such photographs, videos, or audio recordings.

MEDICAL RELEASE AND WAIVER

The undersigned hereby acknowledges that The Oaks does not have medical personnel at the conference center and agrees that the undersigned shall be responsible for (a) providing any emergency transportation required by the participant named above, and (b) paying any medical and hospitalization costs incurred while attending the Conference.

REPRESENTATION AND WARRANTY OF AUTHORITY

By signing this General Release and Waiver of Rights, the undersigned represents and warrants to The Oaks that he/she is of legal age and competence to give a valid release on his/her own behalf and, if signing on behalf of a minor Conference Attendee, is the parent or legal guardian of the minor Conference Attendee and has full authority to give a valid release on behalf of such minor.

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

I agree that I am personally responsible for my safety and actions while on The Oaks property. I agree to guidelines, signage, and instructions. Because other individuals are present, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue The Oaks or OE, their respective employees, guests, associated entities, officers, agents, servants, independent contractors, affiliates, successors, and/or assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party at The Oaks, or otherwise, while participating in any activity while in, on, or around The Oaks.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the The Oaks facilities, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below I acknowledge and represent that I have read the foregoing General Release and Waiver of Rights, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification provisions contained in this document; I am sufficiently informed about the risks involved to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent, and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this General Release and Waiver of Rights shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the General Release and Waiver of Rights as a whole. I realize that, by signing below, I forever waive my rights and the rights of my heirs or representatives to file suit against The Oaks and OE, and any others designated herein for any injuries or damages to me if I or anyone associated with me contract(s) or develop(s) any type of illness related to COVID-19.

THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS TO THE OAKS AND OE THAT THE CONFERENCE ATTENDEE'S PARTICIPATION IN THIS PROGRAM IS ENTIRELY VOLUNTARY AND IS NOT REQUIRED BY THE SCHOOL OR FOR ANY CLASS OR COURSE IN WHICH THE ATTENDEE MAY BE INVOLVED, OR BY ANY OTHER GROUP SPONSORING THE CONFERENCE OR PROGRAM.