

Horse Skijoring Event

Activity Assumption of Risk and Waiver Agreement

Participant Name

Insurance Carrier

Telephone Number

Email Address

Emergency Contact Name

Emergency Contact Phone Number

- 1. Acknowledgement and Assumption of Risk.** I acknowledge that horse skijoring is an activity being held at Canterbury Park Holding Corporation ("CPHC"). I understand and agree that there are risks of significant injury, whether caused by me or someone else, some of which may be inherent, by participating in the horse skijoring, hereinafter referred to as the "Activity". I understand and agree that participating in the Activity involves many risks and hazards, some of which are inherent to the very nature of the Activity itself, others of which may result from ordinary negligence including but not limited to falling for any reason, including uneven terrain, being airborne, jumping or collisions with other riders, horses, fixed or moving objects, as well as dangers arising from excessive speed, ordinary negligence or inexperience of other riders, from equipment failure or inadequate safety equipment, from uneven trails or changing trail/course conditions, and weather conditions. I agree that if I believe conditions are unsafe, I will immediately discontinue participating in such Activity. I understand and agree that these risks may result in injury, harm or damage, including but not limited to economic, property, emotional, mental, physical or any other type of damage, including but not limited to sprains, torn muscles or ligaments, broken bones, strokes, heart stress, heart attacks, paralysis, disfigurement, death or other forms of pain or suffering. **I fully understand, voluntarily accept, and specifically assume responsibility for these risks of injury.**
- 2. Waiver of Liability and Indemnification.** I agree to release and discharge from all liability, and waive all claims, demands and actions against CPHC and Extreme Events MN for any and all injuries, harms, or damages sustained in connection with my participation in the Activity, described above, resulting from the ordinary negligent acts or omissions of me, CPHC, Extreme Events MN, other participants or any persons encountered while participating in the Activity. I agree to defend, indemnify and hold CPHC and Extreme Events MN harmless against any and all claims brought by anyone against CPHC and Extreme Events MN related to such injuries, harms or limited to payment of CPHC or Extreme Events MN reasonable attorney's fees and costs incurred in defending a claim demand or action waived herein.
- 3. Release of Image and/or likeness.** I understand that CPHC and Extreme Events MN will be taking photographs and making audio and video recordings of the Indian Relay and its related events. I hereby irrevocably consent to and grant CPHC, Extreme Events MN, and/or anyone authorized by CPHC or Extreme Events MN, the exclusive right to the ownership and use of (i) any and all photographs taken by CPHC, Extreme Events MN, and/or anyone authorized by CPHC or Extreme Events MN that contain my person, image and/or likeness; (ii) any and all audio recordings made by CPHC, Extreme Events MN, and/or anyone authorized by CPHC, that may contain my person, name or voice; and/or (iii) any and all video recording made by CPHC, Extreme Events MN and/or anyone authorized by CPHC or Extreme Events MN, that contain my person, image, likeness, name or voice; for any lawful purpose whatsoever in connection to CPHC, Extreme Events MN and its related events.

Participant Signature

Date