



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

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For and in consideration of United States Equestrian Federation, Inc. dba US Equestrian ("USEF") allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a USEF sanctioned, licensed or approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and _____ ("USEF Event" or "USEF Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors,, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree that I have read, understand, and agree to be bound by all applicable Federation Bylaws, rules, and policies including the USEF Safe Sport Policy and Minor Athlete Abuse Prevention Policies as published at www.usef.org, as amended from time to time.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any USEF Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the USEF Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

WARNING:

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the USEF Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any USEF Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any USEF Event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any USEF Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USEF, USEF Recognized Affiliate Associations, the United States Olympic & Paralympic Committee (USOPC), USEF clubs, members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any USEF Event; any charity or other beneficiary which may benefit from the USEF Event; the owners, managers, or lessors of any facilities or premises where a USEF Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the USEF Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, that I have read, understand, and agree to be bound by all applicable Federation Bylaws, rules, and policies including the USEF Safe Sport Policy and Minor Athlete Abuse Prevention Policies as published at www.usef.org, as amended from time to time, as well as all terms and provisions of this Prize List. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Check All That Apply

RIDER/DRIVER/HANDLER/VAULTER/LONGEUR OWNER TRAINER OFFICIAL STAFF VOLUNTEER COACH (IF APPLICABLE)

Signature: _____ Date: _____ Print Name: _____

Parent/Guardian Signature: (Required if Rider/Driver/Handler/Vaulter/Longeur is a minor) _____ Date: _____

Print Parent//Guardian Name: _____ Emergency Contact Phone No. _____

Must have 1 form per person (Owner, Trainer, Rider/Handler, Coach, Spectator - Family Member, and Barn Staff)

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REGION 9 AHA RELEASE AND INDEMNITY

I, _____ the undersigned (employee, staff, official, volunteer, participant, owner, invitee, vendor) *[circle one]* associated with 2023 Region 9 AHA Championship Horse Show which is to be held on the grounds known as the Will Rogers Memorial Center' located in Fort Worth, Texas, May 27 - June 4, 2023 (Competition dates of May 30 - June 3, 2023).

Understand, acknowledge and agree that Region 9 AHA, a Region which is governed in part, by certain rules promulgated by the Arabian Horse Association and the United States Equine Federation, is a separate independent Non-Profit Corporation organized under the laws of the State of Texas to promote the Arabian Horse, its owners and members.

In keeping with my understanding of the above, agree to release, indemnify and hold harmless Region 9 AHA, its Director, Board members, Officers, Employees, agents, servants, and or assignees from all liability regarding loss, cost, damage or expense, arising out of, attributable to, or accruing concurrently or in any sequence with a communicable disease. This applies even if loss or damage is classified as or resulting from an epidemic or pandemic by a national or international health authority.

This release and indemnity as used herein will include communicable disease being any infectious or contagious substance, including a virus, bacterium, parasite, microorganisms or other organism or any mutation thereof which induces or is capable of inducing physical distress, illness or harm; regardless of the method of transmission, whether direct or indirect, including airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between humans, animals, or from any animal to any human or any human to any animal.

Further, the undersigned agrees to indemnify Region 9 AHA for any act by a third party, agent, employee, heir, assignee, or servant or invitee of the Undersigned.

The Undersigned will be responsible for all cost, including attorney's fees incurred by Region 9 AHA for action of the undersigned or others described herein.

This Release and indemnity agreement will be governed under the laws of the State of Texas.

Signature

Date

Print Name

Parent or Guardian Signature required if under 18 years of age

Name of Participant if under 18 years of age: _____