

Participant/Attendee Name: \_\_\_\_\_



The American Driving Society, Inc. DISCLAIMER and HOLD HARMLESS AGREEMENT

Name and Date of Competition: \_\_\_\_\_ hereinafter : Event

This form must be signed by every person seeking access to the Event venue and every Event participant or if a minor, their consenting parent, including each person who rides with a driver on a carriage not only during the actual Event but including any time from arrival at the Event venue to departure. I understand and agree that neither The American Driving Society, Inc. ("ADS") and its officers, directors, Event judges, officials, workers, volunteers or organizing committee nor the property owners accept or shall have any responsibility of any nature whatsoever for accidents, damage, injury or illness (including communicable diseases) to the horses, owners, riders, drivers, grooms, passengers, attendants, spectators, volunteers, officials, or any other person or property in connection with the Event.

I hereby expressly agree without any limitation or condition for myself and my principals, representatives, employees, agents and assigns:

- 1) To be bound by the rules and bylaws of the ADS and by the ADS Covid-19 Action Plan, and any directives, executive orders and regulations of federal and state and local governance in effect at the location of the Event;
- 2) That every horse, driver, attendant, groom and/or passenger is eligible as entered;
- 3) To accept as final any decision of the Event officials on any question arising under the ADS rules and bylaws or any local rules of the Event; and
- 4) I also agree, without any limitation or condition, to hold the ADS, its officers, directors, employees and agents, and Competition judges, officials, volunteers and organizing committee, harmless from any and all liability, loss, claims or actions, causes of action, judgments or demands of any nature whatsoever, and specifically as they may be the result of communicable diseases.

I am fully aware and appreciate that equine sports, including driving in this Event, involve inherent dangerous risk of serious injury or death. By participating I do so voluntarily and expressly assume any and all risks of injury to me or loss of my horse(s) or equipment. I agree to release and voluntarily waive the right to sue the ADS, its officers, directors, employees, and agents, stewards, Event judges, personnel, volunteers, officials, and organizing committee, including their agents and employees from and against all claims for damages, including money damages, for any action taken or otherwise any harm caused by me or my horse to others, including whether arising from directly or indirectly from the negligence of the ADS or the Event or the Event organizer.

I agree to indemnify and hold harmless the ADS, its officers, directors, employees, clinicians, members, volunteers, coaches, representatives, assigns, Event judges, officials and organizing committee, their agents and employees from any and all claims for loss or injury caused by me or my horse that occur during or in conjunction with this Event. I also agree that as a condition of and in consideration of acceptance of entry, the ADS and/or this Event may use or assign photographs, videos, audios, cablecasts, broadcasts, internet, film, new media or other likenesses of me and my horse taken during the course of this Event for the promotion, coverage or benefit of the Event, sport, or the ADS.

ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know equestrian activities are inherently dangerous, and that participation in any ADS Event involves risks and dangers including, without limitation, the potential for



## The American Driving Society, Inc.

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 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 ADS Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).

I have read and understood the state’s Equine Liability Act for the Event location.

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 Event, or the negligent acts or omissions of the ADS, the Organizers and other released parties identified herein, 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 the Event. 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 this Event.

I agree to self-monitor my temperature once daily prior to entering the event grounds and will not enter the facility if I have a temperature of 99.5F (37.5 C), exhibit any Covid-19 symptoms (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), have tested positive for Covid-19 within the past two weeks, or if I have been in contact with someone who has tested positive for Covid-19 within the past two weeks. I agree to inform the organizer immediately if I receive a positive test result for Covid-19 within 14 days of leaving the event.

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, I AGREE to be bound by all applicable ADS rules and all the terms and conditions of this DISCLAIMER and HOLD HARMLESS AGREEMENT.

Participant/Attendee Name: \_\_\_\_\_

Phone(s): \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Participant/Attendee Signature (Parent’s name and signature if participant/attendee is a minor:

\_\_\_\_\_ Date: \_\_\_\_\_