

**2020 WVQHA/WRC Agreement & Release From Liability Contract**

This AGREEMENT AND RELEASE FROM LIABILITY is entered into by and between West Virginia Quarter Horse Association (WVQHA)/Winfield Riding Club (Event Sponsor/Owner) and \_\_\_\_\_ (Rider/Participant). In exchange for use of property, facilities, and services of Event Sponsor/Owner, the event participant/rider, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. I agree that horseback riding and all equine activities are inherently dangerous activities AND that these activities will expose me to above normal risks of bodily injury and/or death.
2. I agree that I am responsible for my own safety while engaging in any and all equine activities on the WVQHA/ Winfield Riding Club property and/or the adjoining property of others, which have given me permission to ride.
3. I agree to acknowledge all of Event Sponsor's/Owner's rules and regulations pertaining to any and all equine activities on the Event Sponsor/Owner property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Rider's safety while engaging in such activities.
4. I understand the risks involved in equine activities **and I AGREE TO ASSUME ALL RISKS INVOLVED IN RIDER'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES** while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.
5. I agree that Event Sponsor/Owner, its agents, and employees are **NOT** liable for any injury to or the death of a rider and/or participant in equine activities resulting from the inherent risks of equine activities.
6. I agree to hold Event Sponsor/Owner, its agents, and employees harmless and not liable and release them from all liability, whatsoever, including acts of ordinary negligence, associated with any equine activity during rider's use of or presence upon Owner's property or the adjoining property of others for which permission to ride has been granted.
7. I agree to hold the Event Sponsor/Owner of any or all adjoining property for which permission to ride has been granted completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider's/Participant's use of or presence upon the Event Sponsor's/ Owner's property.
8. I AGREE NOT TO SUE Event Sponsor/Owner, its agents and/or employees in association with ANY claims, damages, costs, or expenses arising out of Participant's/Rider's use of or presence upon Event Sponsor/Owner's property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by direct, willful, and wanton gross negligence of the Event Sponsor/Owner.
9. Rider is responsible for complete and full insurance coverage on himself/herself, personal property, and Rider's/Participant's horse.
10. Rider/Participant and Rider's/Participant's parent/guardian, (if rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the State of West Virginia.

\*\*\*\*\*I have read and understand without question, this agreement and release of liability contract before having signed below.

Rider/Participant Signature \_\_\_\_\_ Date: \_\_\_\_\_

Rider/Participant Parent Signature (if rider is a minor) \_\_\_\_\_ Date: \_\_\_\_\_

WVQHA/WRC Representative Signature \_\_\_\_\_ Date: \_\_\_\_\_