

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, ("Participant/Non Member"), acknowledge that I am voluntarily participating in the following activities at The BCHA ("BCHA")

Date _____

(Description of activities, which Participant/Non Member will engage in)

LIABILITY OF PERSONS IN CONNECTION WITH EQUINE ACTIVITIES

NRS 41.519 Limitations on liability; duties of a participant in an equine activity; exceptions; definitions.

1. Except as otherwise provided in this section, a sponsor, an equine professional, a veterinarian or any other person is immune from civil liability for an injury to or the death of a participant as a result of an inherent risk of an equine activity.

2. A participant shall:

(a) Act in a safe and responsible manner when engaged in an equine activity; and

(b) Before engaging in an equine activity, know and be aware of the inherent risks of that activity.

3. A person is not immune from civil liability pursuant to this section if the person:

(a) Provided to the participant defective tack or other equipment that caused the injury or death of the participant and the person knew or should have known of the defective condition of the tack or equipment.

(b) Provided to the participant the equine upon or around which the injury or death occurred without making reasonable efforts to determine the ability of the participant to:

(1) Engage in the equine activity safely; and

(2) Control the equine based upon a representation made to the person by the participant concerning the ability of the participant to control that equine.

(c) Owns, leases, rents or is otherwise in lawful possession and control of the property or facility where the injury or death occurred if the injury or death was the result of a dangerous latent condition that was known or should have been known to the person.

(D) Committed an act or omission that:

(1) Was in willful or wanton disregard for the safety of the participant; and

(2) Caused the injury or death of the participant.

(e) Intentionally injured or caused the death of the participant.

(f) Failed to act responsibly while conducting an equine activity or maintaining an equine.

4. A person is not immune from civil liability pursuant to this section in an action for product liability.

5. as used in this section:

(a) "Equine" means a horse, pony, mule, hinny or donkey.

(b) "Equine activity" means an activity in which an equine is ridden, driven or otherwise used.

The term includes, without limitation:

(1) Shows, fairs, competitions, performances, parades, rodeos, cutting events, polo matches, steeplechases, endurance rides, trail rides or packing or hunting trips.

(2) Lessons, training or other instructional activities.

(3) Boarding an equine.

(4) Riding, inspecting, evaluating or allowing the use of an equine owned by another person, regardless of whether the owner of the equine receives money or other consideration for the use of the equine.

(5) Providing medical treatment for an equine.

(6) Placing or measuring gear or tack on an equine.

(7) Placing or replacing shoes on an equine.

↳ The term does not include a race for which a license is required pursuant to the provisions of [chapter 466](#) of NRS.

(c) "Equine professional" means a person who, for money or other consideration:

- (1) Provides to a participant lessons, training or instruction relating to an equine activity; or
- (2) Rents or leases to a participant an equine or tack or other equipment.

(d) "Inherent risk of an equine activity" means a danger or condition that is an essential part of an equine activity, including, without limitation:

- (1) The propensity of an equine to behave in a manner that may result in injury or death to a person who is on or near the equine;
- (2) The unpredictable reaction of an equine to sounds, sudden movements or unfamiliar objects, persons or other animals;
- (3) A hazardous surface or subsurface or other hazardous condition;
- (4) A collision with another animal or object; and
- (5) The failure of a participant to maintain control of an equine or to engage safely in an equine activity.

(e) "Participant" means a person who engages in an equine activity, regardless of whether a fee is paid to engage in that activity. The term includes, without limitation:

- (1) A person who assists a participant in an equine activity; and
- (2) A spectator at an equine activity if the spectator is in an unauthorized area that is in the immediate area of the equine activity.

(f) "Product liability" has the meaning ascribed to it in [NRS 695E.090](#).

(g) "Sponsor" means a person who organizes or provides money or a facility for an equine activity.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. THIS AGREEMENT IS IN ACCORDANCE WITH THE NEVADA STATE STATUTE STATED ABOVE:

I verify this statement by placing my initials here: _____

Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the BCHA and the City of Boulder City Nevada and any lessor of the BCHA premises ("Lessor"), to participate in these activities and use the BCHA premises and facilities, **I forever release the BHCA, the City and any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF THE BCHA AND ALL MEMBERS, THE CITY AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant/Non Member and that the Participant/Non Member understood them.

PARTICIPANT/NON MEMBER/RELEASOR

PARENT OR GUARDIAN

Print

Signature

Print

Signature

Address: _____

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.

I AM A GUEST OF BCHA MEMBER _____