



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

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 to be bound and abide by the rules, regulations, and policies of USEF as published in the USEF Rule Book and on the website 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”).

EQUINE ACTIVITY LIABILITY ACT WARNING:

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine 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, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor’s) participation in any USEF Event. 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.

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. _____



Best Practices for Riders, Trainers, and Essential Staff: This must be signed by all trainers, riders, and essential staff/support personnel.

Please read carefully. Everyone who enters the property for West Palms Events shows must have signed all forms and releases in advance or entry will be denied. Wristbands will be provided at the front gate check in. All the necessary paperwork must be completed prior to arrival.

EVERYONE WILL BE REQUIRED TO WEAR A WRISTBAND. NO WRISTBAND, NO ENTRY.

- I certify that to the best of my knowledge I am free of COVID 19 and have been following the guidelines set forth by the CDC and the governing agencies of my primary place of residence. I have not experienced any of the COVID 19 symptoms, tested positive, or been in contact with someone who has tested positive for COVID 19 in the last fourteen days.
- I certify that on the day(s) of the show I am monitoring my temperature. If my temperature is over 99.5 F I will not enter the facility.
- I understand that West Palms Events shows will operate with scheduled ride times and that I will not spend extra time on the grounds before and after my sessions.
- I understand that all of the Best Practices, rules, and other requirements are in effect throughout West Palms Events shows, regardless of when scheduled sessions are running.
- I understand that the stable area will be restricted to trainers and essential staff only. Trainers will provide a list of essential staff prior to arriving.
- I agree to wear a face covering at all times, except when riding. While riding I will maintain social distancing.
- I will follow all rules regarding arenas and authorized riding arenas and times.
- I understand that ride times will not be held for exhibitors who are not ready or who have conflicts. Trainers and riders are responsible for working out conflicts well in advance.
- All paperwork must be submitted to West Palms Events electronically one week prior to the show, including all document signatures.
- I understand that everyone involved with West Palms Events shows will be given a wristband, which must be worn at all times. Failure to wear the wristband, sharing it with others, or not adhering to the access allowed by my particular wristband may result in immediately being removed from the grounds until I am in compliance. A second offense will result in being scratched from scheduled ride times and no refund given.
- I understand that I may not bring friends or family with me to West Palms Events shows. Exception: riders may be accompanied by one household member, minors are required to have a parent or guardian. That person must adhere to all the same rules and procedures as the riders and will be issued a wristband.
- I understand and agree that I, and as applicable my minor child will abide by all rules implemented due to the Covid-19 health emergency during West Palms Events shows and/or at any time I am on the grounds.

The person signing below understands and agrees to all rules and information set forth in this document. Trainers agree that in signing this, they are responsible for their essential staff.

Signature

Print Name:

Signature of Parent/Adult Guardian (for minors)

Date:

Email _____

Number _____

Please check all that apply:

Amateur Junior Professional Owner Trainer Parent/Guardian