

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

I [PRINT NAME HERE] _____ (hereafter, "Participant", which term includes Participant's parent or legally-appointed Guardian, if a minor), freely and voluntarily seek to participate in any or all programs, events and/or activities sanctioned, produced, or sponsored by the U.S. Dressage Federation ("USDF") that include educational and training programs, youth programs, clinics, and/or competitions at any time and at any location. These activities, programs, and events will hereafter be referred to as "the Activities," and the USDF, together with its sponsors, managers, property owners, officials, organizers and affiliates and their respective directors, officers, members, employees, agents, volunteers, representatives, and designated officials will collectively be referred to as "Event Sponsor."

In consideration of the Event Sponsor allowing Participant to participate in the Activities, now and in the future, Participant agrees as follows:

1. *Acknowledgment of Inherent Risks of Equine Activities/Assumption of Risks.* Participant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to:* (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other Participant to act in a negligent manner that may contribute to injury to the participant, Participant, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may cause injury or harm to the rider or other persons or animals in the vicinity. *Participant is not relying on Event Sponsor to list within this document all possible inherent risks or all risks of participating in any of the Activities at any location.*

2. *Waiver and Release of Liability.* With full knowledge and appreciation of these and other inherent risks associated with equine activities and the Activities, Participant freely and voluntarily assumes the risks of the equine activities involved in any aspect of them. In this connection, Participant also voluntarily agrees to waive any and all rights to sue and hereby releases the Event Sponsor from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither Participant nor Participant's representatives shall make any claim against, maintain an action against, or recover from the Event Sponsor or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the Participant, to the Participant's horse, or to the Participant's personal property (regardless of ordinary negligence by the Event Sponsor or regardless of an alleged violation of an applicable equine activity liability law).

3. *Equine Liability Act.* Should the Activities take place in a state with an equine activity liability law, Participant acknowledges reading the applicable state warnings and/or provisions set forth below and on the next page (if any).

WEST VIRGINIA

WEST VIRGINIA EQUESTRIAN ACTIVITIES RESPONSIBILITY ACT STATEMENT FOR HORSEMEN

I ACKNOWLEDGE AND AGREE THAT I WILL PERFORM THE DUTIES REQUIRED OF ALL HORSEMEN UNDER THE WEST VIRGINIA EQUINE ACTIVITIES RESPONSIBILITY ACT, W. VA. CODE § 20-4-1, *ET SEQ.*, WHICH INCLUDE THE FOLLOWING:

(1) Make reasonable and prudent efforts to determine the ability of a participant to safely engage in the equestrian activity, to determine the ability of the horse to behave safely with the participant, and to determine the ability of the participant to safely manage, care for and control the particular horse involved;

(2) Make known to any participant any dangerous or any physical impairments or conditions related to a particular horse which is involved in the equestrian activity of which the horseman knows or through the exercise of due diligence could know;

(3) Make known to any participant any dangerous condition as to land or facilities under the lawful possession or control of the horseman of which the horseman knows or through the exercise of due diligence could know, by advising the participant in writing or by conspicuously posting warning signs on the premises;

(4) In providing equipment or tack to a participant, make reasonable and prudent efforts to inspect such equipment or tack to assure that it is in proper working condition and safe for use in the equestrian activity;

(5) Prepare and present to each participant or prospective participant, for his or her inspection and signature, a statement which clearly and concisely explains the liability limitations, restrictions, and responsibilities set forth under the West Virginia Equine Activities Responsibility Act.

4. *Miscellaneous.* This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable law, only that clause will be void but the remainder shall stay in full force and effect.

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,
I UNDERSTAND THAT IT IS RELEASE OF CLAIMS AND THAT I AM ASSUMING RISKS INHERENT TO MY PARTICIPATION, AND
I AGREE TO BE FULLY BOUND BY ITS TERMS**

Signature of Participant _____ Date _____

Print Name of Participant _____ Date of Birth [If Participant is Under 18] _____
IF Participant IS UNDER 18 YEARS OF AGE:

Signature of Parent or Legally-Appointed Guardian _____ Date _____

Print Name of Parent or Legally-Appointed Guardian _____

Full Address of Participant and Parent or Guardian Appointed by Law _____
(Revised form 1/07)

