THE UNITED STATES PONY CLUBS, INC.
RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
FOR USPC NON-MEMBERS

This document waives important legal rights. Read it carefully before signing.

I **AGREE** for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in this United States Pony Clubs, Inc. (USPC) activity to the following:

I **AGREE** that I choose to participate voluntarily in an USPC activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and USPC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- A collision with another equine, another animal, a person, or an object;
- The potential of an individual during an equine activity to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I **Acknowledge** that it is my/parent/legal guardian responsibility to ensure that I am/my child is wearing a completed wristband or armband card at this USPC activity. I authorize USPC, it successors or assigns, officials, officers, directors, employees, agents and/or volunteers to obtain and release to any USPC activity personnel (including, but not limited to, organizers, instructors, test examiners, chaperones), and to any first aid and safety personnel, medical professional, and treating medical facility, any information regarding my/my child's medical history, symptoms, treatment, exam results and/or diagnosis contained in the wristband or armband card. Furthermore, I agree and understand that it is my/parental/legal guardian responsibility to ensure that I/my child will not participate in any USPC mounted activities if I/my child have/has had a head injury or other medical condition and have/has been restricted from activity, until such time as the injury or condition is resolved and any activity restriction is lifted.

I **AGREE** to release the USPC, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the USPC or the USPC activity.

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the USPC or the USPC activity, and **specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in a USPC activity.** While a list of state statues and select portions of those statues believed to be in **effect at the time of the execution of this agreement is attached hereto,** I **AGREE** to locate, review and understand the full applicable state statutes in place in my jurisdiction.

I **AGREE** to indemnify (that is, to pay any losses, damages, or costs incurred by) the USPC and the USPC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the USPC activity.

I **AGREE** that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against the USPC, its successors or assigns, for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor any one claiming though me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming though me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at the USPC activity.

I **AGREE** this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

I **AGREE** that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this form is signed by the parent/guardian of a minor, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and minor.

By signing below, I **AGREE** to be bound by all applicable USPC rules and all terms and provisions of the USPC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to the USPC that I fully understand its contents that I do not need any further explanation, and I waive any further explanation.

I have read and AGREE to abide be the above. REQUIRED — all signatures must be originals, not photocopies.

OR

Original Signature of Participant Date
Required if applicant is of the age of majority in their state of residence.

Original Signature of Applicant's Parent(s) or Legal Guardian(s) Date
Required if applicant is under the age of majority in their state of residence.