

**EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE  
AND ASSUMPTION OF ALL RISKS**

**THIS EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS** ("this Agreement") is hereby given by the undersigned **(i)**To \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, Equine Activity Sponsor and/or Equine Activity Professional (the "Sponsor/Professional"), **(ii)**To the Sponsor/Professional as agent for and the benefit of each Owner of land upon which an equine activity to which this Agreement relates is conducted and as Agent of and for the benefit of each Owner of an equine used by the Sponsor/Professional ("Owner"), **(iii)**To persons who provide facilities for equine activities (the "Equine Activity Sponsor") and **(iv)**To each partner, officer, agent, employee, director, shareholder, heir, personal representative, successor and assign of the Sponsor/Professional, of each Owner and of the Equine Activity Sponsor (who also shall be included within the words "Sponsor/Professional", "Owner" or "Equine Activity Sponsor" as their relationships may determine) and provides as follows:

In consideration for the opportunities provided by the Sponsor/ Professional, each Owner and the Equine Activity Sponsor to the undersigned Participant (including any minor Participant for whom he/she signed this Agreement) for the enjoyment of equine activities as a Participant (the "Participant"), the Participant hereby agrees as follows:

**1.** This Agreement is given in part under the Virginia Equine Activity Liability Act (Code of Virginia Section 3.2-6200, et seq.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated into this Agreement by reference. This Agreement shall be so construed as to provide to the Sponsor/Professional, each Owner and the Equine Activity Sponsor the fullest protection of a Release, Waiver of Right to Sue and Assumption of All Risks which is afforded by the Act, by other applicable statutes and by general law.

**2.** The Participant hereby acknowledges that he/she has full and complete notice and understanding of the Act and of all the Risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the Participant or damage to the Participant's property (the "Risks"), including, but not limited to: **(i)**The propensity of an equine to behave in dangerous ways, including, but not limited to, kicking, biting, shying and bucking, or to trip and/or fall, which may result in injury to the participant; **(ii)**The inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, persons, animals, reptiles, birds or insects, and the effects of such reactions; **(iii)**The hazards of surface or subsurface conditions, including, but not limited to, objects or conditions on, under or protruding from the surface, both latent and patent; **(iv)**The hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches and other debris and obstacles, and any unforeseeably present; **(v)**The dangers and Risks of tack or harness slipping or breaking for whatever reason; **(vi)**The dangers and Risks of becoming entangled in tack, harness or vehicles used in an equine activity; **(vii)**The Risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason; **(viii)**The dangers and Risks of being struck by an equine, by a rider or by a dog; **(ix)**Any negligent act or omission by the Sponsor/Professional, any Owner or the Equine Activity Sponsor which causes or results in the death or personal injury of the Participant or damage to the Participant's property; and **(x)**All other Risks associated with horses, horseback riding and related activities.

**3.** The Participant hereby **RELEASES** and **WAIVES** all rights which he/she may have or hereafter have against the Sponsor/Professional, each Owner and the Equine Activity Sponsor for death, personal injury or property damage which is in any way associated with the Risks; he/she does hereby **WAIVE** his/her right to sue or to bring any action against the Sponsor/Professional, any Owner or the Equine Activity Sponsor in connection therewith; he/she agrees to **INDEMNIFY** and **DEFEND** the Sponsor/Professional, each Owner and the Equine Activity Sponsor from and to **HOLD** the Sponsor/Professional, each Owner and the Equine Activity Sponsor **HARMLESS** against any such suit or action; and he/she hereby expressly **ASSUMES ALL RISKS AND DANGERS** of death, personal injury and property damage which are in any way associated with the Risks enumerated in Paragraph 2 above.

**4.** The Participant hereby agrees that he/she shall have the sole individual responsibility for knowing the range of his/her own ability to manage, care for and control a particular horse or perform a particular equine activity, and that it shall be his/her duty to act within the limits of his/her own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equine activity, to heed all posted warnings, to perform equine activities only in an area or in facilities designed by the Sponsor/Professional or by the Owner and to refrain from acting in a manner which may cause or contribute to the injury of anyone. Furthermore, a Participant involved in an accident shall not depart from the area or facility where the equine activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without obtaining assistance when that person knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.

**5.** The Participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.

6. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Participant until expressly revoked by the Participant in a written notice to the Sponsor/Professional.

7. To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.

8. If this Agreement is executed by the undersigned Participant for and on behalf of a minor Participant named below, the undersigned Participant hereby warrants and represents that he/she is, in fact, the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor Participant, his heirs, personal representatives, successors and assigns; and the undersigned Participant further agrees that this Agreement shall also be as fully binding on the undersigned Participant as if it were entered into solely on his own behalf.

9. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Participant.

**10. I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL, ANY OWNER OR THE EQUINE ACTIVITY SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.**

Participant's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Signature

(To be signed by parent or legal guardian if Participant is under 18 years of age. This signature field is considered your official signature.)



# 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.**

#### PARTICIPANT:

**RIDER/DRIVER/HANDLER/VAULTER/LONGEUR/OFFICIAL/STAFF/VOLUNTEER**  
(mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**TRAINER** (mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**OWNER/AGENT** (mandatory)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**COACH** (if applicable)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent/Guardian Signature: (Required if Rider/Driver/Handler/Vaulter/Longeur is a minor) \_\_\_\_\_

Print Parent//Guardian Name: \_\_\_\_\_ Emergency Contact Phone No. \_\_\_\_\_