

UNITED STATES PONY CLUBS, INC.
**GENERAL ACTIVITY 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 equine activity participant 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 **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. A true copy for all state statutes in effect at the time of the execution of this agreement is attached hereto and incorporated herein by reference as if set out fully in the text of this document.**

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 through 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 through 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 child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child.

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.

REQUIRED — all signatures must be originals, not photocopies.

_____ and _____
Original Signature of Participant Date Original Signature of Parent(s) or Legal Guardian(s) Date
Unless participant is over the age of majority, i.e., dependent upon state law.

STATE EQUINE LIABILITY WARNINGS

ALABAMA

WARNING: Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

ARIZONA

WARNING: Contestant is aware of the inherent risks associated with equine activities and is willing and able to accept full responsibilities for his or her own safety and welfare. Contestant releases the Event Sponsor from liability unless Event Sponsor is grossly negligent or commits wilful, wanton or intentional acts or omissions.

ARKANSAS

WARNING: Under Arkansas law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.

COLORADO

WARNING: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

DELAWARE

WARNING: Under Delaware Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to 10 Delaware Code Section 8140.

FLORIDA

WARNING: Under Florida law, an equine sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

GEORGIA

WARNING: Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated

ILLINOIS

WARNING: Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

INDIANA

WARNING: Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

IOWA

WARNING: *UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.*

Iowa Statement of Inherent Risks

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may act unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

KANSAS

WARNING: Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity.

Kansas Statement of Inherent Risks:

Inherent risks of domestic animal activities include, but shall not be limited to:

- (1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
- (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
- (3) certain hazards such as surface and subsurface conditions;
- (4) collisions with other domestic animals or objects; and
- (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

KENTUCKY

WARNING: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

LOUISIANA

WARNING: Under Louisiana law, an equine sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.3.

MAINE

WARNING: *UNDER MAINE LAW, AN EQUINE PROFESSIONAL HAS LIMITED LIABILITY FOR AN INJURY OR DEATH RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.*

MASSACHUSETTS

WARNING: Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

MICHIGAN

WARNING: Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

MISSOURI

WARNING: Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri.

MISSISSIPPI

WARNING: Under Mississippi law, an equine activity or equine sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

NEBRASKA

WARNING: Under Nebraska law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this act [Sections 25-21, 249 to 25-21, 253].

NORTH CAROLINA

WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

OHIO

Ohio Statement of Inherent Risks:

"INHERENT RISK OF AN EQUINE ACTIVITY" MEANS A DANGER OR CONDITION THAT IS AN INTEGRAL PART OF AN EQUINE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, ANY OF THE FOLLOWING:

- (a) *THE PROPENSITY OF AN EQUINE TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, DEATH, OR LOSS TO PERSONS ON OR AROUND THE EQUINE;*
- (b) *THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS;*
- (c) *HAZARDS, INCLUDING, BUT NOT LIMITED TO, SURFACE OR SUBSURFACE CONDITIONS;*
- (d) *A COLLISION WITH ANOTHER EQUINE, ANOTHER ANIMAL, A PERSON, OR AN OBJECT;*
- (e) *THE POTENTIAL OF AN EQUINE ACTIVITY PARTICIPANT 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.*

OREGON

In accordance with Oregon Revised Statutes 30.691, Contestant (or persons or entities affiliated with Contestant), as a condition of participation in The Event, further waives the right to bring an action against the Event Sponsor (as defined in the Assumption of Risk, Waiver, or Release of Liability) for any injury or death arising out of riding, training, grooming or riding as a passenger upon the equine.

PENNSYLVANIA

Warning: Under Pennsylvania law an equine professional and equine activity sponsor is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.

RHODE ISLAND

WARNING: Under Rhode Island Law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

SOUTH CAROLINA

WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

SOUTH DAKOTA

WARNING: Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 42-11-2.

TENNESSEE

WARNING: Under Tennessee Law, an equine professional is not liable for an injury to or the death of a participant in equine activities from the inherent risks of equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.

TEXAS

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

UTAH

Pursuant to the Utah Equine Activity Liability Act, § 78-27b-101, et. seq., it shall be presumed that participants in equine or livestock activities are aware of and understand that there are inherent risks associated with these activities. An equine activity sponsor, equine professional, livestock activity sponsor, or livestock professional is not liable for an injury to or the death of a participant due to the inherent risks associated with these activities. "Inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include:

- (a) The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
- (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
- (c) collisions with other animals or objects;
- (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

VERMONT

WARNING: Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A § 1039.

VIRGINIA

Notice of Intrinsic Dangers of Equine Activities pursuant to Code of Virginia § 3.1-796.130c: "Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) the propensity of equine to behave in ways that may result in injury, harm, or death to persons on or around them; (ij) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

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 traits or characteristics 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 and 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 upon 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 Equestrian Activities Responsibility Act.

WISCONSIN

NOTICE: A person who is engaged for compensation in the rental of equine or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481(1)(e) of the Wisconsin Statutes.