



# EPAWE

## EASTERN PENNSYLVANIA WORKING EQUITATION ASSOC.

### RELEASE OF LIABILITY

IN CONSIDERATION of being given the opportunity to participate in any activities scheduled, recognized or supervised by the Eastern Pennsylvania Working Equitation Assoc. ("EPAWE"), including but not limited to, meetings and social events as well as clinics, practice sessions and competitions involving or related to horses and/or the sport of working equitation (the "Activities" or "Activity"), **I, for myself, my personal representatives, assigns, heirs, and next of kin:**

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such activities.
2. FULLY UNDERSTAND AND ACCEPT that: (a) EQUINE ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including broken bones, head injuries, trauma, pain, suffering, permanent disability, paralysis or death; (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. GRANT to EPAWE all rights to use or assign photographs, videos, audios, or other likenesses of me and my horse taken during the course of any Activity for the promotion, coverage or benefit of EPAWE. Those likenesses shall not be used to advertise a product and they may not be used in such a way as to jeopardize amateur status. I hereby expressly and irrevocably waive and release any rights in connection with such use, including any claim to compensation, copyright, invasion of privacy, right of publicity, or to misappropriation.
4. AGREE that if I observe any condition which I consider to be hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
5. ACKNOWLEDGE that 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 equine activities.
6. AGREE to wear an ASTM approved helmet with a chin strap fastened at all times while mounted and understand that I am entitled and encouraged to wear any other protective equipment without penalty.
7. AGREE that, if I am injured at this competition, the medical personnel treating my injuries may provide information on my injury and treatment to EPAWE, and this agreement hereby serves as a Release of Information thereto.
8. HEREBY RELEASE, discharge, and covenant not to sue EPAWE, the EPAWE Board of Directors, agents, officers, volunteers and employees, other participating Activity organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (the "Releasee" or "Releasees") from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

I have read this Release of Liability in its entirety and fully understand its terms and conditions. I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. If I am signing and submitting this Agreement electronically, I acknowledge that my electronic signature shall have the same validity, force, and effect as if I affixed my signature by my own hand. **I understand this Release of Liability does not expire and shall continue from year to year unless revoked by me in writing.**

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

Print Name: \_\_\_\_\_ Under 18 Years of Age?  Yes  No

**(If Yes, parent/guardian must complete page 2)**

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**FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD THIS RELEASE OF LIABILITY MUST BE READ AND ACCEPTED BY THE LEGAL GUARDIAN OF THE PARTICIPANT:**

By signing below, I hereby verify that as legal guardian of the above-named participant under 18 years of age (the "Jr. Participant"), I have read, fully understand and accept each of the above conditions for permitting the Jr. Participant to participate in any EPAWE Activity. I also verify that the Jr. Participant has read and agreed to the above conditions and liability releases. I further acknowledge and accept that EPAWE is primarily an association for adults and that there is no provision for supervision of children at EPAWE events. I represent that the Jr. Participant has the requisite training and abilities to safely participate in this Competition. I agree that a parent/guardian or designated responsible adult must remain with the Jr. Participant for the full time they are engaged in any EPAWE activity and that the Jr. Participant must have demonstrated an ability to control his or her horse in an unfenced schooling area at a walk, trot and canter with other horses present in the ring.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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