

## **DELAWARE VALLEY COMBINED TRAINING ASSOC. RELEASE OF LIABILITY**

IN CONSIDERATION of being given the opportunity to participate in any DVCTA scheduled, recognized or supervised activity, including but not limited to, meetings, social events, clinics, practice sessions and

competitions (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 Equestrian 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) EQUESTRIAN ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and 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. 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.
- 4. 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.
- 5. AGREE to wear an ASTM approved helmet with a chin strap fastened at all times while mounted.
- HEREBY RELEASE, discharge, and covenant not to sue DVCTA, the DVCTA Board of Directors, agents, officers, volunteers and 6. 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. 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

## 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 this participant, I have read, fully understand and accept each of the above conditions for permitting my child to participate in any DVCTA Activity. I also verify that my child has read and agreed to the above conditions and liability releases. I further acknowledge and accept that DVCTA is primarily an association for adults and that there is no provision for supervision of children at DVCTA events. I agree that a parent/guardian or designated responsible adult must remain with the my child for the full time he or she is engaged in any DVCTA activity and that my child 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:



## DELAWARE VALLEY COMBINED TRAINING ASSOC. PHOTO RELEASE

I, the undersigned, recognize and acknowledge that it is common for Delaware Valley Combined Training Association ("DVCTA"), its directors, officers, employees, volunteers, Activity organizers, sponsors,

advertisers, participants, patrons, agents, licensees, affiliates and assigns to make and/or obtain photographic or other likeness of members during Activities and to publish, copyright, distribute and/or display photographic images taken of members on the day(s) of the Activity or afterwards. IN CONSIDERATION of being given the opportunity to participate in any Delaware Valley Combined Training Association ("DVCTA") scheduled, recognized or supervised activity, including but not limited to, meetings, social events, clinics, practice sessions and competitions (the "Activities" or "Activity"), I, for myself, my personal representatives, assigns, heirs, and next of kin, HEREBY GRANT my specific permission to the DVCTA and its directors, officers, employees, volunteers, Activity organizers, sponsors, advertisers, participants, agents, and assigns to make and/or obtain photographic or other likeness of me on the day of any Activity and to publish, copyright, distribute and/or display photographic images taken of me on the day(s) of the Activity or afterwards. I further waive the right to inspect and/or examine all photographs and/or written text to which the images may be applied before use. I also waive any and all rights and claims, including future rights and claims to such photographic images and any interest therein. I hereby release and discharge the DVCTA, its directors, officers, employees, volunteers, Activity organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns from any and all liability by virtue of distortion, blurring, alteration, optical illusion, digital scanning and manipulation, and/or use in composite form, whether the same is intentional, or otherwise. I understand that the DVCTA, its directors, officers, employees, volunteers, Activity organizers, sponsors, advertisers, participants, agents, and assigns may use any process or procedure resulting in the completion of the finished product for publication, display, copyright or distribution.

(initial one of the following)

\_\_\_\_ THIS IS AN UNLIMITED PHOTO RELEASE. I place no limits on DVCTA's rights under this release.

THIS IS A LIMITED PHOTO RELEASE. I hereby request that DVCTA, its directors, officers, employees, volunteers, Activity organizers, sponsors, advertisers, participants, patrons, agents, licensees, affiliates and assigns make a good faith effort to avoid publishing, copyrighting, distributing and/or displaying photographic or other images taken of me on the day(s) of any Activities or afterwards. However, in recognition of the fact that it is difficult to ensure that my photographic likeness shall never be published, distributed or displayed, I nevertheless grant this release as stated above.

I have read this agreement, fully understand its terms, 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 and rights with respect to my photographic or other image or likeness 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. I understand this Photo Release 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

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

By signing below, I hereby verify that as legal guardian of this participant, I have read, fully understand and accept the above photo release. I also verify that my child has read and agreed to the above conditions and releases.

Parent/Guardian Signature:	Date:	
Print Name		