

Hatley Ranch -- Pony Club Grounds Release

5420 Highway 8, Deary, Idaho 83823

I am participating in these activities at my own risk. My participation is subject to the condition of the organizers.

• I understand and agree that equine activities are inherently dangerous and that I am voluntarily assuming all risk associated with the planned and unplanned equine activities as part of this event, and I am choosing to participate in the event with this knowledge. I further understand and agree the organizers, host, employees, Hatley Ranch, J. Craig Hatley Family, Inland Empire Region (IER), Paradise Creek Pony Club, any other person(s), or group(s), shall not be responsible or liable for any damage, accident, injury, illness, or death to horses, participant riders, owners, spectators, or any other person or property in connection with this event, pursuant to Idaho Code 6 section 1801-1802 et seq., as listed below. By signing this Waiver and Release I acknowledge that I am waiving all claims I may have by voluntarily participating in this event and completely and fully release the organizers, host, employees, Paradise Creek Pony Club, any other person(s), or group(s) from any and all liability that may arise from this event.

• I acknowledge that I have read and understand its contents, accept all the terms and conditions set forth herein, and have been provided with a copy of Idaho Code Title 6 Chapter 18, Sections 1, 2, as presented below:

TITLE 6 ACTIONS IN PARTICULAR CASES CHAPTER 18

EQUINE ACTIVITIES IMMUNITY ACT

6-1802. LIMITATION OF LIABILITY ON EQUINE ACTIVITIES. (1) Except as provided in subsections (2) and (3) of this section, an equine activity sponsor or an equine professional shall not be liable for any injury to or the death of a participant or equine engaged in an equine activity and, except as provided in subsections (2) and (3) of this section, no participant nor participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant or equine engaged in an equine activity.

(2) The provisions of this chapter do not apply to the horse or mule racing industry as regulated in chapter 25, title 54, Idaho Code.

(3) Nothing in subsection (1) of this section shall prevent or limit the liability of an equine activity sponsor or an equine professional:

(a) If the equine activity sponsor or the equine professional:

(i) Provided the equipment or tack and the equipment or tack caused the injury; or

(ii) Provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, determine the ability of the equine to behave safely with the participant, and to determine the ability of the participant to safely manage the particular equine.

(iii) Owns, leases, rents or otherwise is in lawful possession and control of the land or facilities upon which the participant or equine sustained injuries because of a dangerous latent condition which was known to or should have been known to the equine activity sponsor or the equine professional and for which warning signs have not been conspicuously posted.

(iv) Commits an act or omission that constitutes willful or wanton disregard for the safety of the participant or equine and that act or omission caused the injury.

(v) Intentionally injures the participant or equine.

(b) Under liability provisions as set forth in the products liability laws; or

(c) Under the liability provisions set forth in chapter 9, title 6, Idaho Code.

History:

[6-1802, added 1990, ch. 40, sec. 1, p. 61; am. 1998, ch. 296, sec. 1, p. 979.]

• I agree to wear protective headgear when riding, with harness secured. Body protecting vests are required for cross county and recommended for stadium jumping.

• I understand and agree the organizers have the right to cancel the camp, to refuse any entry, and to prohibit or stop any activity deemed improper or unsafe.

Name of Participant _____

Signature _____ Date _____

Name of Parent _____

Signature _____ Date _____

(Parent or guardian must also sign if participant is under 18 years of age)