Appendix C

AQHA RIDE PROGRAM REGISTRATION FORM, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Participant Information:
Name: _____ AQHA Member ID: _____
Address: _____
City: _____ State _____ ZIP _____
Phone: (_____)_____
E-Mail: _____

IMPORTANT, PLEASE CAREFULLY READ THIS AGREEMENT

As a condition of participation in AQHA's Ride Program, and in consideration of being allowed to participate, the Participant, together with his/her parents or guardian if under the age of 18 years (collectively "Participant"), does hereby:

1. AGREE to obey all rules of the Ride Program and the directions of the ride coordinators, trail masters and other representatives of the AQHA Affiliate and/or organization conducting the Trail Ride event.
2. ACKNOWLEDGE, agree, and represent that Participant understands the nature of AQHA Ride Program Activities ("Activities") and that the Participant is qualified, in good health, and in proper physical condition to participate in such Activities;
3. FULLY UNDERSTAND THAT THE ACTIVITIES INVOLVE "INHERENT RISKS OF EQUINE ACTIVITIES" THAT MAY RESULT IN PROPERTY DAMAGE AND BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS, AND DEATH (collectively "RISKS"); that such RISKS may be caused by Participant's own action or inaction, the action or inaction of others participating in the Activities, the condition of the premises at which the Activities take place, and/or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;**
4. UNDERSTAND AND AGREE that "Inherent risk of equine activities" means dangers or conditions that are an integral part of equine activities, including, but not limited to, any of the following: (a) the propensity of a horse to behave in ways that may result in injury, death, or loss to persons on or around the horse; (b) the unpredictability of a horse'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 horse, another animal, a person, or an object; and (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 a horse or failing to act within the ability of the Participant;
5. FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES PARTICIPANT INCURS AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES;
6. WARRANT AND REPRESENT that, if the Activities involve horses, Participant is adequately qualified and experienced to both (a) safely handle and ride a horse in a manner to protect Participant and other third parties, and (b) participate with groups of riders and horses, such as to take adequate defensive action to avoid injury from third party participants and horses. Furthermore, Participant understands that it is Participant's responsibility to ascertain the adequacy of Participant's training and experience, the adequacy and training of Participant's horse, and for Participant to conduct himself/herself in a manner such as to make the Activities safe and enjoyable for all participants;
7. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE AQHA, AQHF, AQHA AFFILIATES AND/OR AQHA CORPORATE PARTNERS OR THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, AND, IF APPLICABLE, OWNER AND LESSORS OF PREMISES ON WHICH THE ACTIVITIES TAKE PLACE, (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES WHENEVER OR HOWEVER ARISING AS TO INJURY, DEATH AND/OR PROPERTY DAMAGE OCCURRING AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES OR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

8. AGREE to indemnify, hold harmless and defend RELEASEES from any and all liability, whenever or however arising, from all third party claims, demands, causes of action, suits, judgments, liabilities, costs and expenses of any nature arising out of (i) Participant's negligent act(s) or omissions during or related in any way to the Activities; and/or (ii) Participant's willful act(s) or omission(s) during or related in any way to the Activities; and/or (iii) any misinformation or misrepresentations made by Participant in this Agreement. Participant agrees to pay any of RELEASEES' costs, expenses and reasonable attorney fees incurred, arising directly or indirectly out of or with respect to any third party claims or associated with the enforcement of the indemnity obligations referenced above.

9. AGREE, in consideration of being allowed to participate and without further consideration, that AQHA, AQHA Affiliates and the American Quarter Horse Foundation may use any video, photograph or other form of likeness or image of Participant and horses owned or ridden by Participant to promote AQHA's objectives and activities including, but not limited to, use by third parties with authorization from AQHA.

10. UNDERSTAND AND AGREE that AQHA Corporate Partners have contributed to the funding of the AQHA Ride Program, but have no actual control over any aspect of implementation of AQHA Ride Program Activities; and that AQHA has no actual control or supervision of the Ride Program Activities in selection of trail ride site, selection of ride master, screening of participants, nor control and supervision of the Activities or availability of medical services.

11. UNDERSTAND AND AGREE that AQHA, AQHA Affiliates and AQHA Corporate Partners sponsoring Participant's ride, are neither the insurers nor the guarantors of safety of the Activities.

PARTICIPANT HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT PARTICIPANT IS GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTENDS 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 VOID, VOIDABLE, INVALID OR INOPERATIVE, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT AS THOUGH SUCH VOID, VOIDABLE, INVALID OR INOPERATIVE PROVISION HAD NOT BEEN CONTAINED HEREIN.

Participant's Signature: _____ Date:_____

Printed Name of Parent/Guardian: _____ Date: _____

Parent/Guardian Signature (<u>REQUIRED</u> if Participant is under the age of 18):
_____