



# Waiver of Liability, Assumption of Risk and Indemnity Agreement

## 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. (Added 1995, No. 136 (Adj. Sess.), § 2.)

GMHA Event/Activity: \_\_\_\_\_ Date(s): \_\_\_\_\_

For and in consideration of Green Mountain Horse Association ("GMHA") allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a GMHA sanctioned, licensed or approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities ("GMHA Event(s)"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

**ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any GMHA Event involves risks and dangers including, with-out limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the control of the GMHA Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

**ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the GMHA Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any GMHA Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any GMHA Event.

**WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in any GMHA Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the Green Mountain Horse Association, Inc. (dba "GMHA") or any of the Officers, Directors, Trustees, Employees and Volunteers. I further agree to hold the Green Mountain Horse Association, Inc., the Officers, Directors, Trustees, Employees, Volunteers and Landowners, the sanctioning/licensing organization ( the "Released Parties of Event Organizers") free and harmless from any liability, claims, suits or damages of whatsoever kind or nature that may be occasioned by the horse(s) used by me or the negligence of the person(s) in charge of such horse(s) and I agree to indemnify and hold harmless this organization and individuals against all liability claims, suits, and expenses including attorney fees incurred arising out of any injury to any person or damage to any property caused by me, my horse(s) or attendants. I agree that if any harm occurs to me or my horse or to any equipment that I may use or intend to use, with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the GMHA Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I agree that as a condition of acceptance of entry, GMHA may use photographs, videos, and or other likenesses of the participant and horse taken while at GMHA for any reasonable purpose, including accident/incident/injury analysis, promotion, coverage, or the benefit of the event and/or of GMHA. I agree that if I am injured while participating in this event, the Woodstock Emergency Services personnel treating my injuries may provide a description of the accident, a description of the suspected injury, a description of the treatment administered and information about transport to a hospital to GMHA personnel for the purpose of completing the official GMHA Accident/Injury report. This authorization will expire once the information is given to GMHA personnel or at the end of the event, whichever is later.

**COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**SPORTSMANLIKE CONDUCT STATEMENT:** I agree to: 1) Know the rules of my sport and abide by them; 2) Respect and abide by GMHA management's and show officials' decisions; 3) Maintain control of my emotions; 4) Be courteous to all at all times.

**BY SIGNING BELOW, I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.** By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any GMHA Event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim. I also, **agree** to be bound by all applicable Federation Rules and all terms and provisions of the entry blank and all terms and provisions of the Prize List. 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.

### PLEASE CIRCLE:

**RIDER / DRIVER / COACH / TRAINER / PARENT / LEGAL GUARDIAN / SUPPORT PERSON / GROOM / OFFICIAL / VENDOR / STAFF / VOLUNTEER**

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

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

Parent/Guardian Signature (for minors under 18): \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

COUNTY OF RESIDENCE \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

Is participant a U.S. Citizen:  Yes  No