



ENYDCTA Fix-a-Test, Schooling Show #3

September 25, 2022, Sunday

Opening Date: Immediate Closing Date: 9/19 at 9:00pm

One Horse per Entry Form!!

<p>Mail Completed Entry to the secretary by closing date:</p> <p>Rita Moore 116 Jay Street Scotia, NY 12302-1504 rmgdwf@gmail.com</p>	<p>Fees: 30-minute Dressage Fix-a-Test: \$50 members, \$60 non-members Office Fee: \$6 members; \$12 non-members All checks should be made out to " ENYDCTA Ltd" and mailed to the secretary Entries: Entries accepted on a first-come-first-served basis. Only complete entries will be accepted and processed. Prize list: ****See prize list for full show details. ****</p>
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<p>Must include:</p> <ul style="list-style-type: none"> a) Completed entry form b) Negative Coggins within 12 months of show c) Valid check made out to ENYDCTA Ltd. d) Signed ENYDCTA Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (on back of this page) e) SUNY Cobleskill release form. (Available on ENYDCTA website)
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Rider Name: _____ Age: - _____ Phone: _____

Horse's Name: _____ Email: _____

Refunds: Full refund less \$10 handling fee if scratch is received before the closing date. No refunds will be provided after closing date including for cancelations due to Acts of God, acts of terrorism, inclement weather, and/or other emergencies as per USEF.

Class Number	Class description	Class Fee
	TOTAL CLASS FEE	\$
	OFFICE FEE member/non-member	\$6/\$12
	TOTAL ALL FEES	\$

Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement

For and in consideration of the Eastern New York Dressage and Combined Training Association, LTD. ("ENYDCTA") allowing me, the undersigned, to participate in the ENYDCTA Fix-a-Test, Schooling Show #3, I, myself, and on behalf of my spouse, children, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors, and/or assigns, hereby agree to and make the following contractual representations pursuant to this agreement (the "Agreement"):

- A. **ACKNOWLEDGEMENT OF RISK and EQUINE ACTIVITY LIABILITY WARNING:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with horses and equine activities and acknowledge that horseback riding and equine activities are inherently dangerous, and that participation in any equine activity involves risks and dangers including, without limitation, the potential for serious bodily injury (including, without limitation, broken bones and head or neck injuries), sickness and disease (including, without limitation, communicable diseases), trauma, pain and suffering, permanent disability, paralysis, and death; loss of or damage to personal property (including, without limitation, horses and equipment) arising out of the unpredictable nature of horses; expose to extreme conditions and circumstances; accidents involving other participants, staff, volunteers, or spectators; contact or collision with other participants and horses, or natural or manmade objects; adverse weather conditions; facilities and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of anyone; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks"). **WARNING: UNDER NEW YORK GENERAL OBLIGATIONS LAW SECTION 18-303, OWNERS AND OPERATORS OF AN EQUINE FACILITY ARE NOT LIABLE FOR INJURY TO OR DEATH OF A PARTICIPANT OR VISITOR RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**
- B. **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, 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 the Activity. I also agree to be responsible for any injury or damage caused by me, my horse, my employees, or contractors under my direction or control at the Activity.
- C. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY.** In conjunction with my participation in the Activity, I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend, and hold harmless the following parties: ENYDCTA and its board of directors and volunteers; SUNY Cobleskill/Ray Whelihan and their employees, staff, and volunteers (individually and collectively, the "Activity Organizers") with respect to any liability, claims, demands, causes of action, damages, loss, or expense (including court costs and reasonable attorney fees) of any Kind or nature ("Liability") with may arise out of, resulting from, or relate in any way to my participation in the Activity, including claims for Liability caused in whole or in part by the negligent acts or omission of the Activity Organizers.
- O. I further agree to wear an appropriate protective helmet at all times when riding in the Activity.
- E. 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 the Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AND ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS 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 the Activity. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against the Activity Organizers, I will indemnify, defend, and hold harmless the Activity Organizers from any such Liability as a result of such claim.

The parties agree that this Agreement may be electronically signed and that electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Participant's Name (Printed): _____

Participant's Signature/Date: _____

Parent/Guardian Signature/Date (if Participant is a minor): _____

Emergency Contact Name: _____ **Phone:** _____

MEDICAL RELEASE (Adult): If emergency medical care is required for myself, and if I or an accompanying spouse or relative, am not able to convey permission in a timely manner, then the undersigned authorizes appropriate medical care as deemed necessary by emergency medical personnel, a physician, or medical facility providing treatment. I have read this entire release and agree to it.

Signature/Date: _____

MEDICAL RELEASE (Minor): If emergency medical care is required for (child's name) _____ and if permissions is not available in a timely manner, then the undersigned authorizes appropriate medical care as deemed necessary by emergency medical personnel, a physician, or medical facility providing treatment. I have read this entire release and agree to it.

Parent/Guardian Signature/Date: _____