

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

Keep on file for 3 years from date of signing.

Print so both pages are on 1 page (page 1 & 2 are on 1 piece of paper).

Why? The signature must be with the entire document.

For and in consideration of the Eastern New York Dressage and Combined Training Association, Ltd. ("ENYDCTA") allowing me, the undersigned, to participate in the *Jumping Clinic March 12, snow date March 19 2023* 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/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; *Larkin Hill, Margie Hutchison*, 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.
- D. 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 permission 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: _____

Photo/video Release:

NOTICE OF FILMING AND PHOTOGRAPHY ONE – When you enter an ENYDCTA (Eastern NY Dressage & Combined Training Association) event or program, you enter an area where photography, audio, and video recording may occur. **TWO** – By entering the event premises, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by ENYDCTA and its affiliates and representatives. Images, photos and/or videos may be used to promote similar ENYDCTA events in the future, highlight the event and exhibit the capabilities of ENYDCTA. You release ENYDCTA, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. **THREE** – By entering the event premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by ENYDCTA or the person or entity designated to do so by ENYDCTA. You have been fully informed of your consent, waiver of liability, and release before entering the event. The undersigned hereby consents to give Eastern NY Dressage and Combined Training Association unrestricted use of photographs and videos taken at events, clinics, and all photos and videos by ENYDCTA and/or any of its subsidiaries or affiliates or sponsors to be used in any news story, article, blogs, website, publication, or advertising in any kind or in any manner in which above named may decide to use it. This includes any alterations or modifications of said videos or photographs including negatives and prints.

Signature: _____