

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of Equestrian Vaulting USA (“the EVUSA”) allowing the undersigned (“Participant”), or on behalf of my child/ward, if Participant is under the age of 18 (“a Minor”), to participate in any capacity (i.e.- vaulter, lunger, lessee, owner, agent, coach, official, trainer or volunteer) in any EVUSA event or activity, including but not limited to clinics, practices, fests, competitions and/or related or incidental activities (“EVUSA 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 or assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the “Agreement”):

A. **RULES AND REGULATIONS:** I hereby agree to be bound and abide by the rules, regulations, and policies of the EVUSA and on the website at www.equestriantVaulting.org, as amended from time to time.

B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian vaulting and know that equestrian vaulting (individually and as a pair/team), and all related equestrian activities and/or gymnastic activities are inherently dangerous, including practicing on a barrel, doing acrobatic exercises (individually and as a pair/team), and that participation in any EVUSA Event(s) involves risks and dangers including, without 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; and loss of or damage to personal property (including to my horse(s) & equipment). I acknowledge that incidents arising out of but not limited to: 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 equipment; inadequate safety measures; and any and all situations beyond the immediate control of the EVUSA and EVUSA Event(s) organizers and or competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively, the “Risks”).

C. **ASSUMPTION OF RISK:** I understand that the Risks may be caused in whole or in part directly or indirectly from the negligence of my own or others’ actions or inactions, or the negligent acts or omissions, including but not limited to gross negligence, of the Released Parties defined below, and I do 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 EVUSA Events. I also agree to be responsible for any injury or damage caused by me, my horse, my volunteers, employees, vaulters, lungers, or contractors under my direction and control at any EVUSA Event.

D. **WAIVER AND RELEASE:** I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the EVUSA; EVUSA subordinates; EVUSA clubs; EVUSA members; EVUSA regions; all event participants (including athletes/vaulters, coaches, trainers, judges/officials, and other personnel); competition managers; the promoters, sponsors, or advertisers of any EVUSA Event; any beneficiary of an EVUSA event; the owners, managers, or lessors of any facilities or premises where a EVUSA Event may be held; all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the “Released Parties” or “Event Organizers”), 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 EVUSA Events, including claims for Liability caused in whole or in part by the negligent, gross or otherwise, acts or omissions of the Released Parties. I agree that I am not entitled to any refund of any money paid by me or on my behalf for my or my minor child’s participation in any EVUSA Event(s) unless expressly specified otherwise.

E. **PHOTO RELEASE.** I give my permission the EVUSA to use my and/or Minor’s photo or image and/or videotaping and/or artwork for use in general information, promotional materials, YouTube, Facebook, and any other marketing activities or promotional materials as the EVUSA exclusively determines without limitation. All photos, videos, images, etc. loaded onto the EVUSA’s website or posted on any EVUSA social platform become the sole property of the EVUSA for the EVUSA’s use, distribution, benefit, and determination.

VOLUNTARY AND KNOWING CONSENT: 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. I expressly agree that the foregoing assumption of risk, release of claims and indemnity are intended to be as broad and inclusive as permitted by law and do hereby voluntarily and knowingly agree to the same. This agreement may be electronically signed, and any electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

PARTICIPANT (Signature): _____

Date: _____

PRINT NAME: _____

DOB _____ **(If minor)**

IF PARTICIPANT IS A MINOR: By signing below, I, on my own behalf, and or as the Parent/Legal Guardian of the minor identified above hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor’s) participation in any EVUSA 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. **ALL PARENTS/GUARDIANS MUST SIGN.**

SIGNATURE OF GUARDIAN OR PARENT: _____

Date: _____

SIGNATURE OF GUARDIAN OR PARENT: _____

Date: _____