

Mandan Horse & Saddle Club
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,
AND INDEMNIFICATION AGREEMENT 2011

I/WE (print individual/family name here) _____
(hereinafter referred to as "Participant," which term includes all family members or individual or the parent or legally-appointed guardian of the Participant if he or she is a minor), is freely and voluntarily seeking to participate in Mandan Horse and Saddle Club horse-related activities (hereinafter referred to as "Event"). The Event may be produced and/or sponsored in whole or in part by the Mandan Horse & Saddle Club (hereinafter, together with its sponsors, officers, directors, volunteers, collectively referred to as "the Event Sponsor"). Participant acknowledges that he or she has no property or other right to participate in the Event and that Participant can participate in the Event only with the consent of the Event Sponsor.

In consideration of the Event Sponsor allowing the Participant to participate in the Event, the Participant agrees as follows:

1. **Inherent Risks of Equine Activities/Assumption of Risks.** Contestant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks are those dangers and conditions which are an integral part of equine activities, including *but not limited to*:
 - a. the propensity of an equine or other animal to behave in ways that may result in injury, harm or death to persons on or around them;
 - b. the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
 - c. certain hazards such as surface or subsurface conditions;
 - d. collisions with other animals or objects;
 - e. the potential of a participant or other contestant to act in a negligent manner that may contribute to injury to the Participant or others, such as failing to maintain control over the equine or not acting within his or her ability;
 - f. the breakage or failure of tack or other equipment; and
 - g. the potential that an equine or animal may suffer an injury or lose its footing or balance resulting in a fall or other movement that causes injury or harm to the rider or other persons or animals in the vicinity.

Participant is not relying on Event Sponsor to list all possible inherent risks or all risks of participating in the Event.
2. **Waiver and Release of Liability.** With full knowledge and appreciation of these and other inherent risks of equine activities, Participant freely and voluntarily assumes the risks of the equine activities involved in any aspect of the Event. In this connection, Participant also voluntarily agrees to waive any and all rights to sue and hereby releases the Event Sponsor from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release shall be effective even if the injury, death, or damage to person or property is caused by or contributed to by actions or failure to act of the Event Sponsor which were negligent or in violation of any applicable law pertaining to equine activities. Neither Participant nor Participant's representatives shall make any claim against, maintain an action against, or recover from the Event Sponsor or others acting on their behalf for injury, loss, damage or death of the Participant or to the Participant's horse or personal property (regardless of whether the Event Sponsor was negligent or somehow violated an applicable law pertaining to equine activities).
3. **Indemnification.** Participant hereby agrees to indemnify and hold harmless the Event Sponsor from any liability, claim, loss or expenses asserted against or incurred by the Event Sponsor for damages arising out of the actions or inactions of the Participant or Participants employees, agents, representatives, trainers, animals, independent contractors, or others acting on their behalf. The term "expenses" shall include, but not be limited to, attorney fees, court costs, investigation costs, and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision.
4. **Compliance with MHSC Rules.** Participant understands and agrees that every participation in or entry in a recognized Mandan Horse & Saddle Club Event shall constitute an agreement that the Participant (including the horse owner, lessee, trainer, manager, agent, coach, rider and the horse) shall be subject to the MHSC Rule Book, show rules as well as the applicable rules of competition. Unless otherwise provided for in this Assumption of Risk, Waiver and Release of Liability Agreement, any disputes between the Participant and the Event Sponsor in regard to the Event shall be governed by the show rules, the MHSC rule book and Participant's sole and complete remedy for any dispute is an appeal to a proper appellate body, committee, or such entities or bodies as identified for such disputes in the MHSC rule book.

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- 5. Use of Photographs or Videotapes.** Participant hereby irrevocably grants full permission for the Event Sponsor, or others affiliated with and authorized by Event Sponsor, to use and publish any photographs, videotapes, or movies taken of Participant at the Event, even if such use and publications is for commercial or promotional purposes.
- 6. Miscellaneous.** Participant agrees that this Assumption of Risk, Waiver and Release of Liability shall be enforced to the greatest extent permitted by law. If any clause of this Assumption of Risk, Waiver and Release of Liability conflicts with applicable law, only that clause will be null and void, but the remainder shall stay in full force and effect. Should Participant (or others on behalf of Participant) file a lawsuit in breach of this Assumption of Risk, Waiver or Release of Liability, the Participant (or others on behalf of the Participant) agree to pay all attorney fees, court costs, and other costs incurred by Event Sponsor.

I/WE HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY. I/WE UNDERSTAND IT, AND AGREE TO BE FULLY BOUND BY ITS TERMS FOR PARTICIPATION IN ANY MANDAN HORSE & SADDLE CLUB-SPONSORED EVENT DURING THE YEAR 2011.

1-Name of Participant (printed) Date of Birth

2-Name of Participant (printed) Date of Birth

3-Name of Participant (printed) Date of Birth

4-Name of Participant (printed) Date of Birth

5-Name of Participant (printed) Date of Birth

6-Name of Participant (printed) Date of Birth

Full Address Phone

Signature of Participant (if 18 or older) Date

Signature of Participant (if 18 or older) Date

Signature of Participant (if 18 or older) Date

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

Signature of Parent or Legally-Appointed Guardian Date

Printed Name of Parent or Legally-Appointed Guardian Date

Full Address of Parent or Legally-Appointed Guardian (if different than Participant's) Phone