

River Valley Agricultural Society
PARTICIPANT WAIVER AND RELEASE OF LIABILITY AGREEMENT

PRINTED FULL NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

DISCLAIMER CLAUSE

This Participant hereby acknowledges that **River Valley Agricultural Society** and their subsidiaries, affiliates, employees, and/or officers and directors are not responsible for any injury, loss or damage of any kind sustained by any person while participating in any equestrian activities arranged by, or taking place at the **River Valley Agricultural Society**. These activities include, but are not limited to: horseback riding, coaching, training, and rough stock activities.

DESCRIPTION OF RISKS

I acknowledge that I am fully aware of the inherent RISKS, DANGERS AND HAZARDS associated with riding of rough stock, including the possible risk of severe or fatal injury to myself or others. These risks / hazards include, but are not limited to:

- The actions of the animal, including running, twisting, bucking, kicking, jumping which may cause injury;
- The actions of the animal, including running, twisting, bucking, kicking, jumping which may CAUSE me to fall off of the animal in an uncontrollable manner and become injured by either the animal or with impact with the arena surface;
- The changing condition of the ground surface and the speed and movement of the animal;
- My sense of balance, physical condition, ability to ride and hold on or follow directions;
- Equipment failure;
- The inability of clowns or pickup men to properly protect me from the animal.

I understand that the above described risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also acknowledge that I am participating in this riding for my own benefit to assist me in gaining experience.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the Ag Society allowing me to voluntarily participate in the even, I agree as follows:

1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in the riding, even though such risks may have been caused by the negligence of the Ag Society;
2. TO WAIVE AND RELEASE any and all claims based upon negligence, active or passive, that I may have in the future against the Ag Society;
3. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I may sustain while participating in the riding, even though such injury, loss or damage may have been caused by the negligence of the Ag Society;
4. TO IDEMNIFY AND HOLD HARMLESS the Ag Society, its officers, directors, agents, volunteers, employees and representatives from any and all claims, demands, actions and costs which might arise out of my participation in the riding, even though such claims, demands, actions and costs may have been caused by the negligence of the Ag Society.

ACKNOWLEDGEMENT AND REPRESENTATION

I HEREBY REPRESENT that I am at least 18 years of age or if not 18 this is signed by myself and a parent of mine.

I UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. It is binding upon myself as well as upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I HAVE READ AND UNDERSTOOD ALL THE TERMS OF THIS AGREEMENT, and by signing this agreement voluntarily I am agreeing to abide by these terms.

Signed this _____ day in this month of _____, 20 _____

Signature of Participant

Signature of Witness

Signature of Parent

WARNING - BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS! PLEASE READ CAREFULLY!