

Waiver & Release

For Martin Performance Horses Equine Productions

This Is A Waiver Of Your Legal Rights, And An Agreement Not to Sue
Serious Injury Or Death May Result From Riding Or Being Near Horses

Date: _____

1. **Participant's Name (Please Print):** _____

Address: _____

City: _____ **State:** ___ **Zip:** _____ **Telephone:** _____

2. Liability Release

In consideration for Martin Performance Horses (MPH) allowing me or my child to voluntarily participate in its activities, I agree as follows:

- A. This agreement, waiver, and release applies to MPH and to MPH's committees, employees, predecessors, successors, attorneys, insurers, members and volunteers who are working in the course and scope of their duties on behalf of MPH, including the city of event location, and county of event location, at the time of occurrence of any act or omission which is later alleged to be a cause or contribution to a claim for injury, damages, and death (Release Parties");
- B. I forever release, hold harmless and indemnify Release Parties from liability for any and all claims, demands, cause of action, damages, injuries, or death to me, my minor child, my horse and my property, and legal liability of every nature, including the negligent acts or omission of any Release Parties, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of the participation in the past, present or future MPH activities (including equestrian activities, such as the riding, use of, or being near, horses, whether at an arena, stable, or on a trail ride in association with MPH) and I assume all risks of injury or death as set forth in this release;
- C. I shall not bring any lawsuit, action or proceeding against any Release Parties even if the engage in negligent conduct; and
- D. I make this agreement, waiver and release for and on behalf of myself, my spouse, my child and/or ward, heirs, administrators, successors, representatives and assigns.

3. Activity Risk

I understand that horseback riding is a rugged adventure, recreational sport activity. I am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my horse, which are always present in MPH activities, on or near horses. I understand that pregnant women are specifically advised not to ride horses.

4. Nature of Horses

I understand that no horse is completely safe, and the Release Parties make no representation or guarantees regarding the safety, training or suitability of any horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If I fall from a horse to the ground, it will generally be at a distance of 4 to 6 feet, and the impact will injure me. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be danger if it is frightened or provoked, or for no reason whatsoever.

5. Conditions of Nature and Locations

I agree that Release Parties are not responsible for acts, occurrences or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include thunder, lightning, rain, wind, wild and domestic animals, insects, other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land which is subject to constant change according to weather temperature, natural and manmade objects. The Released Parties have not inspected, and make no representations or warranties concerning the safety or condition of, any trail, camping site, arena and/or other location of MPH events.

6. Helmet Warning

I am aware that protective head gear which meets or exceeds the quality standards of the SEI certified and ASTM standard F1163 equestrian helmet, should be purchased and worn by me and/or my child while riding and being near horses, and the wearing of such helmet may reduce the severity of some head injuries and may prevent my serious injury or death as a result of a fall or other occurrence. If I or my minor child do not wear a helmet, it is because we so choose.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCTEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT.

Dated: _____

Participants Signature: _____

(Printed Name)

IF PARTICIPANT IS UNDER 18, SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO PARAGRAPH 2, ABOVE TO RELEASE AND INDEMNIFY THE RELEASE PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIM BY OR ON BEHALF OF, SUCH MINOR:

Minor's Birth Date: _____

Dated: _____

Signature: _____

(Printed Name of Signor)

Relationship to Minor: _____