

## WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in sidesaddle activities, and as consideration for the right to participate in the *activity*, I hereby, for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge the American Sidesaddle Association, located at 7033 Potts Hill Road, Bainbridge, Ohio, 45612, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned *activity*, including travel to and from an event related to the *activity*.



Initial \_\_\_\_\_

I am voluntarily participating in the activity and I am participating entirely at my own risk. I acknowledge that there are risks that can be caused by terrain, facilities, temperature, weather, dehydration, vehicular traffic, and the actions of others, such as participants, volunteers, spectators, coaches, event officials, event monitors, and producers. I am aware that in addition to the usual risks of travel and participation with a group, there are additional risks associated with close association to horses and other equines. The equines can become dangerous, and the equipment used on equines for the purposes of riding, driving, or otherwise handling them, can be of danger also.

Initial \_\_\_\_\_

I agree to indemnify and hold harmless the American Sidesaddle Association against all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise that could be brought about by me or my attorney or anyone else acting on my behalf. If the American Sidesaddle Association incurs expenses related to defense against such claims, I agree to reimburse the American Sidesaddle Association.

Initial \_\_\_\_\_

I acknowledge that I have read carefully this waiver and release and I fully understand that it is a release of liability, and I agree to voluntarily give up or waive all claims for legal action.

Initial \_\_\_\_\_

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the American Sidesaddle Association, its agents, members, and employees. Initial\_\_\_\_\_

In the event that I should require medical care, I agree to be responsible for and costs incurred, and I attest that I am covered by an active health insurance policy. Initial\_\_\_\_\_

In the event of damage to equipment or facilities as a result of my or my family's actions, neglect, or recklessness, I acknowledge and agree to be held liable for any costs associated with the damage. Initial\_\_\_\_\_

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both I and the American Sidesaddle Association agree that this waiver is clear and unambiguous. Initial\_\_\_\_\_

In the event that any provision contained within this release is severable or invalid, due to being unlawful or otherwise unenforceable, the remainder of the agreement will be in full force and effect, so long as the severed clause does not affect the intent of the entire document, according to a court of law. Initial\_\_\_\_\_

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact Name	Contact Relationship	Contact Telephone

(Please add additional Emergency Contacts, if needed on reverse side)

I the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract, and I am signing it of my own free will.

Participant Name (Printed): \_\_\_\_\_

Participant Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail address: \_\_\_\_\_ Phone:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date:

\_\_\_\_\_

### **Parent or Guardian Waiver for Minors**

I hereby certify that I am the parent or legal guardian of  
(print)\_\_\_\_\_.

I hereby give my consent without reservation for this minor child to engage in the equine activity.

Name(print): \_\_\_\_\_ Relationship:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date:

\_\_\_\_\_