

*Redated 2007-8 jmd*

**AGREEMENT FOR PARTICIPATION IN NCQHYA/AQHYA ACTIVITIES ("AGREEMENT")**

For the purposes of this Agreement, the terms "NCQHYA/AQHYA Activities" or "Activities" includes, but is not limited to actual North Carolina Quarter Horse Youth Association &/Or American Quarter Horse Youth Association ("NCQHYA and/or AQHYA") events and programs, travel to and from NCQHYA/AQHYA events and programs and any activities (scheduled, unscheduled, supervised and/or unsupervised) that occur between the first day of scheduled events or programs and the last day of scheduled events and programs.

**IN CONSIDERATION** of being permitted to participate in NCQHYA/AQHYA Activities, I \_\_\_\_\_ (printed name of NCQHYA/AQHYA Activities Participant) ("Participant"), for myself, personal representatives, assigns, heirs, and next of kin:

- 1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of NCQHYA/AQHYA Activities and that I am qualified, in good health, proper physical condition to participate in such Activities;
- 2. **FULLY UNDERSTANT THAT: (a) NCQHYA/AQHYA ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, "INHERENT RISKS OF EQUINE ACTIVITIES", PERMANENT DISABILITY, PARALYSIS, AND DEATH (collectively "RISKS"):** (b) the RISKS and dangers may be caused by my own action or inaction of others participating in the Activities, the condition in which the Activities takes place, or **THE NEGLIGENCE OF THE "RELEASES" NAMED BELOW;** (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; (d) "Inherent risk of equine activities" means dangers or conditions that are an integral part of equine activities, including, but not limited to, any of the following: (i) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (ii) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (iii) hazards, including, but not limited to, surface or subsurface conditions; (iv) a collision with another equine, another animal, a person, or an object; and (v) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant; **AND I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES;**
- 3. **WARRANT** and represent that, if the Activities involve horses, I am adequately qualified and experienced to both (a) safely handle and ride a horse in a manner to protect myself and other participants, and (b) participate with groups of riders and horses, such as to take adequate defensive action to avoid injury from third party riders and horses. Furthermore, I understand that it is my responsibility to ascertain the adequacy of my training and experience, and to conduct myself in a manner such as to make the Activities safe and enjoyable for all participants and myself
- 4. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE NCQHA/NCQHYA/AQHA/AQHF/AQHYA OR THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, OTHER PARTICIPANTS, ANY SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNER AND LESSORS OF PREMISES ON WHICH THE ACTIVITIES TAKE PLACE, (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES WHENEVER OR HOWEVER ARISING AS TO INJURY, DEATH AND/OR PROPERTY DAMAGE OCCURRING AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES OR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE**
- 5. **AGREE** to indemnify, hold harmless and defend "RELEASEES" at my expense, from any and all liability, whenever or however arising, from all third party claims, demands, causes of action, suits, judgments, liabilities, costs and expenses of any nature arising out of (i) my negligent act(s) or omissions during or related in any way to the Activities; and/or (ii) my willful act(s) or omission(s) during or related in any way to the Activities; and/or (iii) any misinformation or misrepresentations made by me in the Agreement. I agree to pay any of "RELEASEES" costs, expenses and reasonable attorney fees incurred, arising directly or indirectly out of or with respect to any third party claims or associated with the enforcement of the indemnity obligations referenced above.
- 6. **UNDERSTAND** that should I not abide by the established rules of conduct, I will be returned home, and I agree to pay for the necessary transportation expenses for the accompanying chaperone and myself. Specifically, insubordination, possession and /or consumption of alcoholic beverages, possession and/or use of harmful non-prescribed drugs or substances, destruction of property, cheating or misrepresentation in a competition event, failure to participate in program as scheduled, fighting, disruptive behavior, violation of NCQHA/NCQHYA &/Or AQHA/AQHYA rules and regulations, violation of established curfews and any other policies established by the supervisor designed to assure the safety and well being of the group and individuals will be deemed as just cause for disciplinary action; and
- 7. **AUTHORIZE** those in charge of the delegation to make medical arrangements for the care of me as deemed necessary. I further authorize any licensed medical person/facility to treat me. I agree to assume full financial responsibility for any medical services provided.

Please list any special health factors which the Participant has, such as asthma, heart condition, epilepsy, diabetes, allergic reaction to medication, etc. (attach additional sheet if necessary):

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

February 23, 2005

Please list any prescribed or patient medication that the Participant will be taking while attending, participating in the Activities (attach addition sheet if necessary).

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

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILTIY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTIUE IN FULL FORCE AND EFFECT.**

Participant Address & Phone: \_\_\_\_\_

Participant's Signature (required ONLY if age 18 or over): \_\_\_\_\_

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

**PARENTAL/GUARDIAN CONSENT, AUTHORIZATION, RELEASE & INDEMNIT**

And I, the Participant's parent and/or legal guardian, have read this Agreement and fully understand it terms. I understand the nature of the Activities, the associated Risks of the Activities and the Participant's experience and capabilities and represent that the Participant is qualified, in good health and in proper physical condition to participate in such Activities. **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES.**

**I HEREBY RELEASE, DISCHARGE, AND COVENANT NO TO SUE THE "RELEASEES" FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES WHENEVER OR HOWEVER ARISING AS TO INJURY, DEATH, AND/OR PROPERTY DAMAGE OCCURRING AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES OR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.** I agree to indemnify, hold harmless and defend "RELEASEES" at my expense, from any and all liability, whenever or however arising, from all third party claims, demands, causes of action, suits, judgments, liabilities, costs and expenses of any nature arising out of (i) Participant's negligent act(s) or omission(s) during or related in any way to the Activities; and or (ii) Participant's willful act(s) or omission(s) during or related in any way to the Activities; and /or (iii) any misinformation or misrepresentations made by the Participant or me in this Agreement. I agree to pay any of "RELEASEES" costs, expenses and reasonable attorney fees incurred arising directly or indirectly out of or with respect to any third party claims or associated with the enforcement of the indemnity obligations referenced above.

Should the Participant not abide by the established rules of conduct, I understand that the Participant will be returned home, and I agree to pay for the necessary transportation expenses for the Participant and the accompanying chaperone. I authorize those in charge of the delegation to make medical arrangements for the care of the Participant as deemed necessary. I further authorize any licensed medical person/facility to treat the Participant. I agree to assume full financial resp9onsibility for any medical services provided.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATES EXTENET ALLOWED BY LAW AND AGREE THAT IF ANY PROTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTIUE IN FULL FORCE AND EFFECT.**

Printed Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Name & Phone Number of Other Person Who Would Know Whereabouts of Parent/Guardian: \_\_\_\_\_

Name, Address and Phone of Family Physician: \_\_\_\_\_

Parent/Guardian Signature (required REGARDLESS of Participant's age): \_\_\_\_\_