AGREEMENT FOR PARTICIPATION IN AQHYA ACTIVITIES ("AGREEMENT")

For purposes of this Agreement, the terms "AQHYA Activities" or "Activities" includes, but is not limited to, actual American Quarter Horse Youth Association ("AQHYA") events and programs, travel to and from 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 AQHYA Activities, I _____ (printed name of 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 AQHYA Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities;

2. FULLY UNDERSTAND THAT: (a) 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) these RISKS and dangers may be caused by my own action or inaction, the action or inaction of others participating in the Activities, the condition in which the Activities takes place, or **THE NEGLIGENCE OF THE "RELEASEES" 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 AQHA, AQHF OR 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 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.

***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 AQHA or 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):

_____

_____

_____

Please list any prescribed or patent medications that the Participant will be taking while attending and/or participating in the Activities (attach additional sheet if necessary):

_____

_____

_____

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 GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant Address: _____

_____

Phone:_____

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

Date:_____

Keep Going, Almost Done…

PARENTAL/GUARDIAN CONSENT, AUTHORIZATION, RELEASE & INDEMNITY

And I, the Participant's parent and/or legal guardian, have read this Agreement and fully understand its 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 NOT 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 omissions 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 responsibility 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 GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Parent/Guardian: _____

Address (please include physical 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 <u>REGARDLESS</u> of Participant's age):

_____ **Date: _____**

AMERICAN
QUARTER
HORSE
YOUTH
ASSOCIATION

As participants in and representatives of the American Quarter Horse Youth Association, the following clothing guidelines have been established for your involvement in AQHYA events.

AQHYA Event Clothing Guidelines

Clothing must be clean and free from holes and tears.
No bare skin exhibited between shirt and pants/shorts.
Skirts and shorts must be at least mid-thigh length.
Underclothing cannot be visible.
No cleavage should be visible at any time.
Layered look of a shirt with sleeves over spaghetti strap top is acceptable if sleeved shirt is kept on.
Hats will be removed by males and females inside buildings. Exception is that during dances, hats may be worn.

If there is a session where formal/semi-formal attire is scheduled, the following apply:

- Male AQHYA member must wear buttoned and collared shirt with tie, dress slacks or dark jeans with belt, and appropriate footwear.
- Female AQHYA member must wear dress or skirt of at least mid-thigh length or slacks or dress jeans. Formal dress with spaghetti straps or that are strapless may be worn, but no backless attire. Appropriate footwear and blouse/top to accompany outfit.

Below are the following items that are prohibited:
No garments or buttons with offensive slogans, advertisement, or artwork.
No muscle shirts or long chains.
No tube tops, halter tops, spaghetti strap tops (exceptions above), off the shoulder tops, low cut tops, backless tops, and sheer shirts.
No swimwear visible outside of the pool area.

If an AQHYA member is inappropriately dressed, he or she will be asked by an AQHA employee, youth adviser or adult chaperone to go change into something appropriate. If an AQHYA member refuses to comply within a timely manner he/she will be sent home at the parent's expense.

Signature of Parent or Guardian: _____ Date: _____

Signature of AQHYA Member: _____ Date: _____

RETURN TO:

AQHYA
Attn: Sarah Smiddy
P.O. Box 200
Amarillo, TX 79168
Fax: (806) 349-6412
youth@aqha.org