AQHA NOVICE CHAMPIONSHIP SHOW ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (PARTICIPANT MUST SIGN)

As a condition of participation in the AQHA Novice Championship Show ("NCS"), and in consideration of being allowed to participate, the Participant does hereby:

- **1. ACKNOWLEDGE** receipt of AQHA Novice Championship Show Rules & Regulations Handbook and the AQHA Official Handbook of Rules & Regulations (collectively "AQHA Rules & Regulations").
- **2. CERTIFY** that I have read, understand and agree to obey (a) all AQHA Rules & Regulations (including, but not limited to, Rule 403 (Amateur Eligibility); Rule 404 (Youth Eligibility); Rule 441 (Prohibited Conduct); and Rule 101(f)(5) (Likeness Reproduction)). I further agree to obey the directions of the AOHA representatives conducting the NCS.
- **3. ACKNOWLEDGE,** agree, and represent that Participant understands the nature of the participation and attendance activities associated with the NCS ("Activities") and that the Participant is qualified, in good health, and in proper physical condition to participate in such Activities;
- 4. FULLY UNDERSTAND THAT THE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, "INHERENT RISKS OF EQUINE ACTIVITIES" THAT MAY RESULT IN PROPERTY DAMAGE AND BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS, AND DEATH (collectively "RISKS"); that such RISKS may be caused by Participant's own action or inaction, the action or inaction of others participating in the Activities, the condition of the premises at which the Activities take place, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
- **5. UNDERSTAND AND AGREE** that "Inherent risks of equine activities" means dangers or conditions that are an integral part of equine activities, including, but not limited to, any of the following: (a) the propensity of a horse to behave in ways that may result in injury, death, or loss to persons on or around the horse; (b) the unpredictability of a horse's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (c) hazards, including, but not limited to, surface or subsurface conditions; (d) a collision with another horse, another animal, a person, or an object; and (e) 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 a horse or failing to act within the ability of the participant;
- 6. FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES PARTICIPANT INCURS AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES;
- 7. WARRANT AND REPRESENT that, if the Activities involve horses, Participant is adequately qualified and experienced to both (a) safely handle and ride a horse in a manner to protect Participant and other third parties, and (b) participate with groups of riders and horses, such as to take adequate defensive action to avoid injury from third party participants and horses. Furthermore, Participant understands that it is Participant's responsibility to ascertain the adequacy of Participant's training and experience, the adequacy and training of Participant's horse, and for Participant to conduct himself/herself in a manner such as to make the Activities safe and enjoyable for all participants;
- 8. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE AQHA, AQHF, AND/OR AQHA CORPORATE PARTNERS OR THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, 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 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.
- **9. AGREE** to indemnify, hold harmless and defend RELEASEES 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 Participant in this Agreement. Participant agrees 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.
- 10. AGREE that this Assumption of Risk/Release of Liability/Indemnity Agreement ("Agreement") (a) shall bind me, my family, my heirs, legal representatives, successors and assigns; (b) shall be governed by the laws of the State of Texas; and (c) shall be subject to the exclusive jurisdiction of the state and federal courts located in Potter County, Texas.

PARTICIPANT HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT PARTICIPANT IS GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREES THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE VOID, VOIDABLE, INVALID OR INOPERATIVE, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT AS THOUGH SUCH VOID, VOIDABLE, INVALID OR INOPERATIVE PROVISION HAD NOT BEEN CONTAINED HEREIN.

Participant's Signature (REQUIRED):	Date:
Name and relationship of owner(s) of horse if different from Participant:	

PARENTAL/GUARDIAN CONSENT, AUTHORIZATION, RELEASE & INDEMNITY (PARENT/GUARDIAN MUST SIGN IF PARTICIPANT IS 17-YEARS-OLD OR YOUNGER)

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 INCURRED 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 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 and I am not in attendance at the NCS, 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.

Parent/Guardian Signature*:			Date:
Printed Name of Parent/0	Guardian:		
Address:			
Home Phone:	Work Phone:	Cell Phone:	

ALL INFORMATION BELOW IS REQUIRED

*If Legal Guardian, court-issued documentation must accompany entry if not already on file with AQHA—NO EXCEPTIONS.