AQHA RANCHING HERITAGE PROGRAM ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

As a condition of participation in the AQHYA Ranching Heritage Program ("Program"), and in consideration of being allowed to participate, the Participant and the Parent/Guardian of the Participant do hereby:

1. CERTIFY that Participant agrees to abide by AQHA rules and the specific rules governing the Program;

2. AGREE and represent that Participant understands the nature of the participation associated with the Program including but not limited to the care, feeding, housing and training of a horse ("Activities") and that the Participant is qualified, in good health, and in proper physical condition to participate in such Activities;

3. 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;

4. UNDERSTAND AND AGREE that "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: (a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (b) the unpredictability of an equine'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 equine, 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 an equine or failing to act within the ability of the participant;

5. 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;

6. WARRANT AND REPRESENT that Participant has the ability to properly care for a horse by providing adequate nutrition, housing and training. If Participant is not able to meet all of the requirements of a horse or Participant's circumstances change, Participant agrees that he/she will immediately contact Brandon Black at AQHA or the appropriate third party contact from whom Participant received the horse and seek help and advice in meeting the needs of the horse.

7. WARRANT AND REPRESENT that Participant adequately qualified and experienced to both (a) safely care for, 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 conduct himself/herself in a manner such as to make the Activities safe;

8. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE AQHA, AQHF, AQHA CORPORATE PARTNERS AND/OR THE THIRD PARTY THAT PROVIDED THE HORSE TO THE PARTICIPANT OR THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES (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 (a) Participant's negligent act(s) or omissions during or related in any way to the Activities; and/or (b) Participant's willful act(s) or omission(s) during or related in any way to the Activities; and/or (c) 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 AQHA, without further consideration, may use any photograph, video or other form of likeness reproductions of Participant as well as Participant's name and address (city/state only) to promote the Program, AQHA objectives and AQHA activities, including but not limited to use by third parties with AQHA's authorization.

11. 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.

12. Agree that I have read this agreement, fully understand its terms, understand that I am giving 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 provision 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 provision had not been contained herein.

Participant's (Youth's) Signature: _____ **Date:**_____

Parent/Guardian Signature*: _____ **Date:** _____

DEADLINE TO SUBMIT THIS FORM FOR AQHA'S RECEIPT: August 24, 2013

SEND TO: AQHA
ATTN: Brandon Black
1600 Quarter Horse Dr.
Amarillo, TX 79104
PHONE: (806) 378-4387, FAX: (806) 349-6409