

**East Texas Hunter Jumper Club, Inc.
United States Hunter Jumper Association
Cedar Creek Run Stables**

LIABILITY WAIVER AND RELEASE AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Assumption of Risk: I understand that there are risks inherent in equine activities and events. These include, but are not limited to:

- the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them and/or
- damage to property in their vicinity
- the unpredictability of a horse's reaction to such things as sounds, sudden movement and
- unfamiliar objects, persons or other animals, regardless of its training and past behavior
- certain hazards such as surface and subsurface conditions and objects
- collisions with other horses, animals, people and objects
- sickness and disease, including communicable disease

I understand that the handling, use and riding of a horse, whether for recreation or during competition, involves the risk of personal physical injury, including, but not limited to, lacerations, bruises, fractures, head injuries and death. With full knowledge and awareness of these and all other dangers inherent in and related to the sport of horseback riding and equine related activities, I am knowingly participating in the East Texas Hunter Jumper Club (ETHJC) and/or United States Hunter Jumper Association (USHJA) activity at Cedar Creek Run Stables (CCR) and voluntarily engage myself and/or my horse in this activity and fully assume all risks involved.

Waiver of Liability: In consideration for my participation in competition or other equine related activities during this Event, I and anyone legally entitled to act on my behalf, hereby agree to release, waive, discharge and covenant not to sue ETHJC, USHJA, CCR, its officers, directors, representatives, agents, assigns, employees or independent contractors, sponsors or their officers, shareholders, representatives, agents, assigns or employees for any and all claims related to riding, competition, or any other activities at Event including those arising from the ordinary negligence of ETHJC, USHJA, CCR, its officers, directors, representative, agents, assigns, employees or independent contractors. This agreement shall apply to all personal injuries and illnesses, including death, as well as any property loss or damage which may result from riding, competition, handling horses or other activities at and/or during Event.

Indemnification and Hold Harmless: I, and anyone legally entitled to act on my behalf, further agree to forever hold harmless, defend and indemnify ETHJC, USHJA, CCR, its officers, directors, representatives, agents, assigns, employees or independent contractors, and sponsors or their officers, shareholders, representatives, agents, assigns and employees, John Pitkin, Connie Pitkin, Cindy Stovall, Kim Reyes, Morgan McNeese, Tracey Fentum, Bailee Gerdes for any and all claims including those arising from ordinary negligence, which may arise out of my competition or otherwise participating at Event. This includes, but is not limited to, any economic or non-economic losses, including any and all reasonable attorney's fees, due to any bodily injury, including death, or property damage sustained in connection with all activities including riding, handling, and otherwise participating in the Event.

Permission to Use: I hereby give my permission to ETHJC its agents or assigns for use of any photographs, videos, or other recordings or reproduction of same taken of me by ETHJC, its agents or assigns at Event. The images may be reproduced, preserved, distributed, and used without limitation by ETHJC for any purpose, including promotion of ETHJC Horse shows.

Participation in any ETHJC sponsored event grants the participant an automatic social membership to ETHJC.

Under Texas law (Chapter 87, civil practice & remedies), an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities.

I HAVE READ AND UNDERSTAND THIS ENTIRE PARTICIPATION AGREEMENT. I UNDERSTAND THAT THIS A LIABILITY WAIVER AND RELEASE AND A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.

Print Name of Rider _____ USHJA ID No _____

Telephone number _____ Email _____

Date _____ Signature of Participant (or Guardian if under 18) _____

Mailing Address _____