

Peninsula Dressage Release Form

This form is required to enter a PD Schooling Show.

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

I (hereafter, "Participant", which term includes Participant's parent of legally---appointed Guardian, if minor), freely and voluntarily seek to participate in any or all programs, events and/or activities sanctioned, produced, or sponsored by the Peninsula Dressage ("PD") that include educational and training programs, youth programs, clinics, performances and/or competitions at any time and at any location. These activities, programs and events will hereafter be referred to as "the Activities", and the PD, together with its directors, sponsors, managers, property owners, officials, organizers, insurers, representatives, assigns and affiliates and their respective directors, officers, members, employees, agents, volunteers, representatives, and designated officials will collectively be referred to as "Event Sponsor". In consideration of the Event Sponsor allowing Participant to participate in the Activities, Participant agrees as follows:

1. ***Acknowledgement of Inherent Risks of Equine Activities/Assumption of Risks.***
Participant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The **inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to:* (a) the propensity of an equine to behave in ways that may result in injury, harm or death to persons on or around then; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other Participant to act in a negligent manner that may contribute to injury to the Participant, or others; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may cause injury or harm to the rider or other persons or animals in the vicinity. Participant is not relying on Event Sponsor to list within this document all possible inherent risks or all risks of participating in any of the Activities at any location.**
2. ***Waiver and Release of Liability.*** With full knowledge and appreciation of these and other inherent risks associated with equine activities and the Activities, Participant freely and voluntarily assumes the risks of the equine activities involved in any aspect of them. In this connection, Participant also voluntarily agrees to waive any and all rights to sue and hereby releases the Event Sponsor from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence. Neither Participant nor Participant's representatives shall make any claim against, maintain an action against, or recover from the Event Sponsor or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, insurers, assigns or other acting on their behalf for injury, loss, damage or death to the Participant, to the Participant's horse, or to the Participant's personal property (regardless of ordinary negligence by the Event Sponsor).

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3. ***Governing Law.*** This Agreement shall be governed by and construed under the laws of the State of Maryland. You irrevocably consent to the jurisdiction and venue of the federal courts of the Fourth Circuit and the State courts located in Wicomico County in the state of Maryland and hereby waives any claim or defense that such forum is not convenient or lacks jurisdiction. Any dispute resulting in legal action must be brought within one year (1) after the believed claim or cause of action arises.
4. ***Miscellaneous.*** This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable law, only that clause will be void but the remainder shall stay in full force and effect.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT IT IS A RELEASE OF CLAIMS AND THAT I AM ASSUMING RISKS INHERENT TO MY PARTICIPATION, AND I AGREE TO BE FULLY BOUND BY ITS TERMS

Signature of Participant:

Date

Print Name of Participant:

Date of Birth

Signature of Horse Owner:

Date

Complete below ONLY IF Participant IS UNDER 18 YEARS OF AGE:

Signature of Parent or Legally---Appointed Guardian:

Date

Full Address of Participant and Parent or Guardian Appointed by Law: