

Participation Waiver & Release of Liability Form for North Dakota Horse Expo 2021

Acknowledgement and Assumption of Risk

I am aware of the dangers and the risks to myself and my horse and any property involved while participating in the North Dakota Horse Expo, either by renting a booth, therapy stall, riding in a clinic or private lesson, volunteering or any other activity provided during the expo. Inherent risks of domestic animal activities include, but shall not be limited to:

1. The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons or other horses on or around them;
2. The unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and subsurface conditions;
4. Collisions with other domestic animals or objects; and
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.
6. Horses contracting illness during the event.

WARNING: Under North Dakota Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. North Dakota Century Code ch. 53-10

<http://www.legis.nd.gov/cencode/t53c10.pdf>

I understand that this activity involves certain risks for physical injury and/or death. I understand that equipment, if any, which may be provided for my protection may be inadequate to prevent serious injury. I also understand that there are potential risks of which I may not presently be aware. Nevertheless, I voluntarily elect to participate in this activity with knowledge of the danger involved to myself and my horse, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death. North Dakota Horse Expo, Its committee and volunteers, North Dakota Equine Association and all of its constituents asserts lack of responsibility or liability for injury resulting from this activity.

Waiver of Liability and Indemnification

In consideration for being allowed to voluntarily participate in the above-referenced activity and or intramural event, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- A) waive, release, and discharge the North Dakota Horse Expo, North Dakota Equine Association, And it's committee members or volunteers, its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced activity or event. And
- B) defend, indemnify, and hold harmless the North Dakota Horse Expo, North Dakota Equine Association its agencies, officers and volunteers, from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of the State's sole negligence.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law. I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. If I am not 18 years of age my parent or legal guardian has signed on my behalf. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect. I have read and agree to adhere to all Horse Rules and Regulations of the NDHE.

Please Read Before Signing

Owner Name: _____

Horses name: _____

Signature: _____

Signature Date: _____

NDHE use only:

Date contract received: _____

Representative: _____

Stalls with this contract? If yes what stall # _____