## AGREEMENT FOR PARTICIPATION IN AQHYA ACTIVITIES ("AGREEMENT")

For purposes of this Agreement, the terms "AQHYA Activities" or "Activities" includes, but is not limited to, actual American Quarter Horse Youth Association ("AQHYA") events and programs, travel to and from AQHYA events and programs and any activities (scheduled, unscheduled, supervised and/or unsupervised) that occur between the first day of scheduled events or programs and the last day of scheduled events and programs.

IN CONSIDERATION	of being permitted to	participate in	AQHYA Activ	vities, I			
(printed name of AQHYA	A Activities Participant)	("Participant"),	, for myself, pe	ersonal repre	esentatives, as	ssigns, heirs	, and next
of kin:							

- 1. ACKNOWLEDGE, agree, and represent that I understand the nature of AQHYA Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities;
- 2. FULLY UNDERSTAND THAT: (a) AQHYA ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, "INHERENT RISKS OF EQUINE ACTIVITIES", PERMANENT DISABILITY, PARALYSIS, AND DEATH (collectively "RISKS"); (b) these RISKS and dangers may be caused by my own action or inaction, the action or inaction of others participating in the Activities, the condition in which the Activities takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; (d)"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: (i) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (ii) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (iii) hazards, including, but not limited to, surface or subsurface conditions; (iv) a collision with another equine, another animal, a person, or an object; and (v) 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; AND I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES;
- **3. WARRANT** and represent that, if the Activities involve horses, I am adequately qualified and experienced to both (a) safely handle and ride a horse in a manner to protect myself and other participants, and (b) participate with groups of riders and horses, such as to take adequate defensive action to avoid injury from third party riders and horses. Furthermore, I understand that it is my responsibility to ascertain the adequacy of my training and experience, and to conduct myself in a manner such as to make the Activities safe and enjoyable for all participants and myself;
- 4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE AQHA, AQHF OR AQHYA OR THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, OTHER PARTICIPANTS, ANY SPONSORS, ADVERTISERS, 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 MY PARTICIPATION IN THE ACTIVITIES OR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
- **5. 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) my negligent act(s) or omissions during or related in any way to the Activities; and/or (ii) my willful act(s) or omission(s) during or related in any way to the Activities; and/or (iii) any misinformation or misrepresentations made by 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.
- **6. UNDERSTAND** that should I not abide by the established rules of conduct, I will be returned home, and I agree to pay for the necessary transportation expenses for the accompanying chaperone and myself. Specifically, insubordination, possession and/or consumption of alcoholic beverages, possession and/or use of harmful non-prescribed drugs or substances, destruction of property, cheating or misrepresentation in a competition event, failure to participate in program as scheduled, fighting, disruptive behavior, violation of AQHA or AQHYA rules and regulations, violation of established curfews and any other policies established by the supervisor designed to assure the safety and well being of the group and individuals will be deemed as just cause for disciplinary action; and
- **7. AUTHORIZE** those in charge of the delegation to make medical arrangements for the care of me as deemed necessary. I further authorize any licensed medical person/facility to treat me. I agree to assume full financial responsibility for any medical services provided.

reaction to medication, etc. (attach additional sheet if necessary):	

Parent/Guardian Signature (required <u>REGARDLESS</u> of Particip	
Name, Address and Phone of Family Physician:	
Name & Phone Number of Other Person Who Would Know Whe	
Home Phone: Work Phone:	
Address:	
Printed Name of Parent/Guardian:	Date:
I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND I UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIG OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWE OF THIS AGREEMENT IS HELD TO BE INVALID, THE BAL IN FULL FORCE AND EFFECT.	NED IT FREELY AND WITHOUT INDUCEMENT A COMPLETE AND UNCONDITIONAL RELEASE CD BY LAW AND AGREE THAT IF ANY PORTION
Should the Participant not abide by the established rules of conduct and I agree to pay for the necessary transportation expenses for the those in charge of the delegation to make medical arrangements for authorize any licensed medical person/facility to treat the Participan medical services provided.	Participant and the accompanying chaperone. I authorize the care of the Participant as deemed necessary. I further t. I agree to assume full financial responsibility for any
I HEREBY RELEASE, DISCHARGE, AND COVENANT ILLIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGE INJURY, DEATH AND/OR PROPERTY DAMAGE OCC PARTICIPATION IN THE ACTIVITIES OR CAUSED OR ALBY THE NEGLIGENCE OF THE "RELEASEES" OR OTHER "RELEASEES" at my expense, from any and all liability, whenever causes of action, suits, judgments, liabilities, costs and expenses of an omissions during or related in any way to the Activities; and/or (ii) in any way to the Activities; and/or (iii) any misinformation or magreement. I agree to pay any of "RELEASEES" costs, expenses indirectly out of or with respect to any third party claims or assoc referenced above.	S WHENEVER OR HOWEVER ARISING AS TO URRING AS A RESULT OF PARTICIPANT'S LEGED TO BE CAUSED IN WHOLE OR IN PART RWISE. I agree to indemnify, hold harmless and defend or however arising, from all third party claims, demands, my nature arising out of (i) Participant's negligent act(s) or Participant's willful act(s) or omission(s) during or related disrepresentations made by the Participant or me in this and reasonable attorney fees incurred, arising directly or iated with the enforcement of the indemnity obligations
And I, the Participant's parent and/or legal guardian, have read this A nature of the Activities, the associated Risks of the Activities and that the Participant is qualified, in good health and in proper physica ACCEPT AND ASSUME ALL SUCH RISKS AND ALL DAMAGES I INCUR AS A RESULT OF THE PARTICIPANT'S	ne Participant's experience and capabilities and represent tal condition to participate in such Activities. I FULLY RESPONSIBILITY FOR LOSSES, COSTS, AND S PARTICIPATION IN THE ACTIVITIES.
PARENTAL/GUARDIAN CONSENT, AUTHOR	IZATION, RELEASE & INDEMNITY
Date:	
Participant's Signature (required <u>ONLY</u> if age 18 or over):	
IN FULL FORCE AND EFFECT. Participant Address & Phone:	
I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND OF SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNING OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALL	GNED IT FREELY AND WITHOUT INDUCEMENT A COMPLETE AND UNCONDITIONAL RELEASE ED BY LAW AND AGREE THAT IF ANY PORTION
Please list any prescribed or patent medications that the Participant w (attach additional sheet if necessary):	ill be taking while attending participating in the Activities