

Waiver & Release of Liability

This is a waiver of your legal rights & an agreement not to sue

Serious injury or death may result from riding or being near horses

Liability Release

In consideration for the Western States Equestrian Drill Team Association, ("WSEDTA") allowing me or my child to voluntarily participate in its activities, I agree as follows:

1. This agreement, waiver and release applies to the WSEDTA, its officers, members, committees, employees, predecessors, successors, attorneys, insurers, and volunteers, ("Released Parties");
2. I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me, my minor children, my horse and my property, and legal liability of every nature, including the negligent acts or omissions of any Released Parties, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of participation in the past, present or future WSEDTA activities (including equestrian activities, such as the riding, use of, or being near horses, whether at an arena or stable) and I assume all risks of injury or death as set forth in this release;
3. I shall not bring any lawsuit, action or proceeding against any Released Parties, even if they engage in negligent conduct; and;
4. I make this agreement, waiver and release for and on behalf of myself, my spouse, my child and/or ward, heirs, administrators, successors, representatives and assignees.

Activity Risk.

I understand that some WSEDTA activities take place on land or in facilities owned and managed by others from whom such land or facilities are borrowed or rented. I understand that the organizers, workers and members involved in WSEDTA activities are not professionals in the horse industry, or in the planning or conducting of events, or safety experts, or in other areas of expertise involved in WSEDTA activities. **I also understand that horseback and equestrian drill team riding is a rugged recreational sport activity and am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me, my minor child, or my horse, which are always present in WSEDTA activities and on or near horses.** I understand that pregnant women are specifically advised not to ride horses. I understand that WSEDTA is a non-profit association of individuals and teams who have come together to support and enjoy recreation-oriented activities.

Nature of Horses.

I understand that no horse is completely safe, and the Released Parties make no representations or guarantees regarding the safety, training or suitability of any horse. Horses are larger, more powerful, and faster than a human. If I fall from a horse, it will be from a raised height and will probably injure me. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be danger if it is frightened or provoked, or for no reason whatsoever.

Conditions of Nature & Locations.

I agree that the Released Parties are not responsible for acts, occurrences, or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include thunder, lightning, rain, wind, wild and domestic animals, insects, other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land which is subject to constant change according to weather, temperature, natural and man-made objects. The Released Parties have not inspected, and make no representations or warranties concerning the safety or condition of, any trail, camping site, arena and/or other location of WSEDTA events.

Helmet Warning

I am aware that protective head gear which meets or exceeds the quality standards of the SEI certified and ASTM standard F1163 equestrian helmet, should be purchased and worn by me and/or my minor child while riding and being near horses, and the wearing of such helmet may reduce the severity of some head injuries and may prevent my serious injury or death as a result of a fall or other occurrence. If I or my minor child do not wear a helmet, it is because we so choose.

I HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREE TO THIS TWO-PAGE WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT. THIS WAIVER SHALL REMAIN IN EFFECT ONE YEAR FROM THE DATE OF MY SIGNATURE UNLESS SOONER REVOKED IN WRITING.

Participant Signature _____

Participant Printed Name _____

Dated _____

IF PARTICIPANT IS UNDER 18, SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO THIS TWO PAGE WAIVER & RELEASE OF LIABILITY, TO RELEASE AND INDEMNIFY THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIM BY OR ON BEHALF OF, SUCH MINOR. THIS WAIVER SHALL REMAIN IN EFFECT ONE YEAR FROM THE DATE OF MY SIGNATURE UNLESS SOONER REVOKED IN WRITING.

Parent/Guardian Signature _____

Minor's Date of Birth _____

Parent/Guardian Printed Name _____

Dated _____

I HEREBY WITNESSED THE PARTICIPANT, OR IF THE PARTICIPANT IS A MINOR, THE PARTICIPANT AND HIS/HER PARENT OR GUARDIAN SIGN THE ABOVE TWO-PAGE WAIVER:

Drill Master or Coach Signature _____

Drill Master or Coach Printed Name _____

Dated _____

Location Signed (County & State) _____