

## RELEASE AND WAIVER OF CLAIMS

The undersigned who is a spectator or participant in equestrian activities including polo, hunting, vaulting, roping, cutting, penning and any rodeo event in consideration of use of facilities covenants and agrees as follows:

General Release. The undersigned hereby releases and waives any claims that the undersigned may now or hereafter have against the equestrian facility, equestrian activity sponsor(s), the American Equestrian Alliance, their employees, agents or their assigns from and against any and all liabilities, losses, damages, costs or expenses of whatever kind or nature, including attorney's fees, which the undersigned may incur as a result of any injury to the undersigned or personal property of the undersigned as a result of the undersigned's activities undertaken at said facility including, without limitation, personal injury and damages thereof including loss of income, earnings, bodily injury, pain and suffering, emotional or mental distress and any and all medical expenses.

ASSUMPTION OF RISK. The undersigned acknowledges and understands that the equestrian activities undertaken involve extreme risk of personal injury and injury to personal property including horses which may result from the undersigned's participation in equestrian activities. Such injuries may be caused by other participants, the undersigned, arena conditions including uneven or damaged terrain, the presence of moisture or mud, obstacles and obstructions upon or under the terrain and other natural or man-made conditions which may be hazardous to the undersigned or create hazards to the undersigned's activities. The undersigned further acknowledges that these equestrian activities are inherently dangerous and assumes all risk of injury and/or damage which may result from any reason whatsoever thereby.

BINDING EFFECT. The foregoing provisions shall be fully binding upon and shall be effective against the undersigned, its heirs, successors, legal representatives or assigns and shall apply to the actions of the undersigned personally, the undersigned's family, guests, employees or agents.

IN WITNESS WHEREOF, the Agreement is executed this \_\_\_\_ day

of \_\_\_\_\_, 2000.

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Signature

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Print Name