

WAIVER AND RELEASE OF LIABILITY

THIS WAIVER AND RELEASE OF LIABILITY (“Release”) is made and entered into as of the ___ day of _____, 2024 by and between the Paso Fino Horse Association, a Kentucky nonprofit corporation (“PFHA”) with an address of 1003 Twilight Trail, Suite 2 Frankfort, KY 40601, the “PFHA Parties”, and _____, with an address of _____ (“Participant”).

WHEREAS, the PFHA Parties sponsor and promote the PFHA Team USA, which consists of junior members of PFHA (the “Team USA”); and

WHEREAS, members of the Team USA participate in (i) certain horse-related activities including, without limitation, the handling of horses, grooming, mounting, riding, competing, and any and all other equine activities about the stable, riding ring, show ring, racetrack, trails, paddocks, fields, grounds, or other locations or facilities (the “Horse-Related Activities”) and (ii) certain Team USA activities, including, without limitation, PFHA and Team USA events and programs, travel to and from PFHA and PFHA Team USA 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 (the “Team USA Activities” and, together with the Horse-Related Activities, the “Activities”);

WHEREAS, Participant desires to participate in the Activities as a member of the Team USA; and

WHEREAS, the PFHA Parties desire to allow such participation on the terms and conditions set forth herein.

AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

NOW, THEREFORE, it is agreed as follows:

1. Agreement. In consideration for allowing Participant to participate in the Activities as a member of the Team USA, Participant hereby waives and releases the PFHA Parties and the PFHA Parties’ successors and assigns, related entities, directors, members, shareholders, officers, agents, employees, volunteers, and any other parties affiliated with the PFHA Parties and involved with the Activities (collectively, the “Released Parties”), from any and all claims or causes of action for injury, damage or loss to person or property of Participant and/or Participant’s minor children, in any way arising from or relating to participation in the Activities, including claims or causes of action caused by Participant’s own acts or the acts of Participant’s minor child, the acts of any horse or pony (whether owned by the PFHA Parties or a third-party), or the acts of the PFHA Parties, including acts of alleged or actual negligence, neglect, or fault. Participant shall bring no claims, demands, actions or causes of action, nor assist in the bringing or prosecution of any such claims and/or litigation against the Released Parties for any economic or non-economic losses

including, but not limited to, bodily injury, death, or property damage, sustained by Participant and/or Participant's minor child or legal ward.

2. **Inherent Risks.** Participant represents and warrants that Participant has full knowledge of the inherent risks of participating in the Activities and fully understands that:

A. the Activities involve risks and dangers of serious bodily injury, including, without limitation, Inherent Risks of Equine Activities, as defined herein, permanent disability, paralysis, and death ("Risks");

B. these Risks and dangers may be caused by Participant's own action or inaction, the action or inaction of others participating in the Activities, the condition in which the Activities take place, or the negligence of the Released Parties;

C. there may be other risks and social and economic losses either not known to Participant or not readily foreseeable at this time; and

D. "Inherent Risks 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 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.

PARTICIPANT FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES PARTICIPANT MAY INCUR AS A RESULT OF HIS OR HER PARTICIPATION IN THE ACTIVITIES;

3. **Knowledge and Ability.** Participant warrants and represents that, if the Activities involve horses, Participant and/or participant's minor child is adequately qualified and experienced to both (a) safely handle and ride a horse in a manner to protect himself/herself 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, Participant understands that it is his/her responsibility to ascertain the adequacy of his/her training and experience, and to conduct himself/herself in a manner such as to make the Activities safe and enjoyable for all participants;

4. **Indemnification.** Participant hereby agrees to indemnify, hold harmless and defend Released Parties, at Participant's 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) Participant's negligent act(s) or omissions during or related in any way to the Activities; and/or (ii) Participant's willful act(s) or omissions(s) during or related

in any way to the Activities; and/or (iii) any misinformation or misrepresentations made by Participant in this Release.

5. Rules of Conduct. Participant hereby agrees that should Participant not abide by the established rules of conduct, he/she will be returned home, and Participant hereby agrees to pay for the necessary transportation expenses for Participant and any chaperone, if applicable. 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 PFHA, PFHA Team USA Team 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

6. Medical Care. Participant hereby authorizes those in charge of the delegation to make medical arrangements for the care of Participant and/or Participant's minor child as deemed necessary. Participant further authorizes any licensed medical person/facility to treat Participant and/or Participant's minor child. Participant agrees to assume full financial responsibility for any medical services provided.

Please list any special health factors which the Participant has, such as asthma, heart condition, epilepsy, diabetes, allergic reaction to medication, etc. (attach additional sheet if necessary):

Please list any prescribed or patent medications that the Participant will be taking while attending participating in the Activities (attach additional sheet if necessary):

7. Assignment. This Release cannot be assigned by Participant without the express written consent of the PFHA Parties.

8. Controlling Law. This Release shall be governed by and construed under the prevailing laws of the Commonwealth of Kentucky and venue for any action between the parties related in any way to this Release shall be in Lexington, Fayette County, Kentucky.

9. Attorneys' Fees. In the event any Released Party is required to institute any action, including, without limitation, litigation in collection efforts at trial or appellate proceedings, such Released Party shall be entitled to recover its reasonable attorneys' fees and costs expended, in addition to any other remedies.

10. **Binding Effect.** All terms and conditions of this Release shall be binding on the successors and assigns, heirs, executors, administrators, related entities, directors, members, shareholders, officers, agents, and employees of the parties.

11. **Severability.** In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Release shall be construed as if invalid, illegal or unenforceable provision had never been contained herein.

12. **Notice.** Notice shall be provided in writing to either party at the addresses shown in the preamble above.

13. **Minor Participant.** In the case of a minor Participant, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant and that the minor Participant shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that, but for the foregoing, the minor Participant would not be permitted to participate in the Activities.

WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

PARTICIPANT HAS READ THIS RELEASE, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN WITNESS WHEREOF, the parties have set their hands all as of the day and year first above written.

PARTICIPANT

Address: _____

Telephone Numbers:
Office: (_____) _____
Home: (_____) _____
Facsimile: (_____) _____

Authorized Agent: _____
(if applicable)
Agent's Name: _____

IF PARTICIPANT IS A MINOR AND BOTH PARENTS HAVE OR SHARE CUSTODY: SIGNATURE OF BOTH PARENTS IS REQUIRED.

Mother / Guardian:

Father / Guardian:

Emergency Contact:

Name & Relationship to Participant

Phone Number

**PASO FINO HORSE ASSOCIATION, INC.
a Kentucky nonprofit corporation**

By: _____
Amy Collingsworth, Executive Director

**PASO FINO HORSE ASSOCIATION, INC.
a Kentucky nonprofit corporation**

By: _____
Jeanne Griggs, President