

USPRE RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

The undersigned, as a Participant/Spectator/Visitor/Guest/Client/Volunteer/Contractor (collectively "Participant"), on his/her own behalf and, if applicable, as the Parent(s)/Legal Guardian(s) of a minor Participant (minor included as "Participant"), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement ("Release"):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities (as defined below), while mounted or unmounted, as well as merely being near a horse, mule, or pony (collectively "equine"), include, but are in no way limited to: (i) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them (i.e. jump, run, kick, buck, bolt, spin, rear up, strike, bite, etc.); (ii) The unpredictability of an equine's reaction to sounds (i.e. machinery, equipment, doors opening and closing, rain, wind, thunder, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects, persons, other animals (i.e. loose or contained dogs, birds, etc), or other things (i.e. jumps, poles, cones, flowers, flags, golf carts, mini-bikes, water, rocks, etc., and training devices such as whips, bats, spurs, etc.); (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other equines or objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability. Participant agrees that engaging in Equine Activities under this Release includes, but is in no way limited to, those defined in the Florida Equine Activity Liability Statute, as well as riding one's own or another's equine, petting, leading, feeding, watering, bathing, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines (collectively "Equine Activities"). Participant understands the injuries, death, loss, and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties (defined below) to list all possible equine-related risks. Participant acknowledges understanding the USEF Federation Rules about protective equipment, understands that he/she is entitled to wear protective equipment without penalty, and acknowledges that he/she is strongly encouraged to do so while knowing that no protective equipment can guard against all injuries. Participant therefore agrees that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to inspect and remain responsible for the condition and proper adjustment of Participant's tack and equipment, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, riding an equine belonging to Participant or someone else, whether on or off the property where the equine is stabled and/or transported to, being near an equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, managed, or otherwise occupied or utilized by the parties released under this Release including: United States PRE Association ("USPRE") and its parent company(ies), affiliates, subsidiaries, employees, owners, managers, members, officers, directors, staff, independent contractors, working students, volunteers, guests, visitors, invitees, clinicians, instructors, trustees, beneficiaries, agents, attorneys, successors, insurers, representatives, assigns, and others acting on their behalf (collectively "Released Parties"). This Release is effective regardless of whether or not Participant's presence on the real property is related to equines or Equine Activities.

2. Release, Hold Harmless, Indemnification: Participant agrees to release and hold Released Parties harmless for any illness, injury, death, damage, or other loss (collectively "Loss") incurred by Participant or Participant's property whether caused by negligence or other wrongdoing (except intentional acts). Participant agrees to indemnify Released Parties against any Loss sustained or suffered by any third party, whether caused directly or indirectly by Participant or Released Parties, whether through negligence or other wrongdoing (except intentional acts), and Participant agrees to indemnify Released Parties for Released Parties' attorneys' fees incurred in pursuing or defending against any such Loss.

3. Governing Law and Time Limitation: This Release shall be construed and enforced in accordance with Florida law, any disputes relating to its interpretation and enforcement shall be resolved by the state court in Palm Beach County, Florida, and the parties submit to the jurisdiction and venue of the Court for such purpose. Any and all claims and/or causes of action for Loss by Participant against Released Parties must be brought within one (1) year of the date accrued and any claim for property Loss is limited to \$500.00 (Five Hundred Dollars).

4. Severability: If any provision of this Release is deemed invalid or unenforceable to any extent, neither the remainder of this Release nor the application of such provision shall be affected thereby, and this Release shall be valid and enforceable to the fullest extent permitted by law.

5. Attorneys' Fees: Participant agrees to reimburse Released Parties for any attorneys' fees and court costs incurred by Released Parties in enforcing the terms of this Release and/or in defending or prosecuting any claims involving, or in any way relating to, Participant.

6. Participant Certification: Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant (if applicable), and Participant's spouse, heirs, beneficiaries, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

WARNING UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A CLIENT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES

Date: _____ Signature: _____ Address: _____
Participant (signing on my own behalf and, if applicable,
on behalf of my minor child participant named below) _____

Printed Name: _____ Phone/E-Mail: _____

Emergency Contact Name and Phone: _____

Minor Participant's Name and Date of Birth: _____