

<u>Los Angeles Equestrian Vaulting Club (LAEVC) / Blake Dahlgren Waiver and Release of Claims - Hold Harmless Agreement (Parental Consent - Minor Participation)</u>

EQUINE RELEASE OF LIABILITY, WAIVER OF CLAIMS EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

to act in a manner consistent with the person's abilities.

11. Collisions with trees, brush, and other animals or objects.

Express Assumption of Risk Associated with Equine Related Activities.		
I, or I, parent of do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks with vaulting, gymnastics on horses Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:		
1. Risk of injury from the activity and equipment utilized in vaulting, gymnastics on horses is significant including the potential for permanent disability and death.		
2. Possible equipment failure and/or malfunction of my own or others' equipment.		
3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives LAEVC, including but not limited to operator error.		
4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine's previous training and past performance.		
5. The inability to predict an equine's (horse's) reaction to sound, movements, unfamiliar environments, objects, persons, or animals.		
6. Natural hazards, including but not limited to surface or subsurface conditions.		
7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person's feet, push or shove without warning or apparent cause.		
8. Saddles or vaulting tack and surcingles may loosen or break which may cause the participant to be jolted or fall.		
9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.		
10. The potential for a participant to fail to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing		

- 12. Broken bones, severe injuries to the head, neck, and back which may result in severe impairment or even death.
- 13. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
- 14. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
- 15. Attack by or encounter with insects, reptiles, chickens, peacocks, dogs and/or animals.
- 16. Accidents or illness occurring in remote places where there are no available medical facilities.

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- 17. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
- 18. My sense of balance, physical coordination, and ability to follow instructions.
- *I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in vaulting, gymnastics on horses, barrel practice and related activities, I hereby agree, acknowledge and appreciate that:

- 1. I HEREBY AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss of damage to person or property, WHETHER CAUSED NEGLIGENCE OR OTHEWISE, the following named persons or entities, herein referred to as releases, LAEVC.
- 2. To release the releases, their officers, directors, employees, representatives, agents, volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death or loss of damage to person or property that may occur as a result of engaging in the above activities.
- 3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other then what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to

be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND. ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARLY WITHOUT ANY INDUCEMENT

Signature of Adult Participant Date	Name of Adult Participant (please print)
legal responsibility for this participant, do	GE: This is to certify that I, as Parent, Temporary Guardian, with a consent and agree not only to his/her release of all Releases, but s from any and all liabilities incident to his/her involvement in these and next of kin.
Signature of Parent or adult legal Guardia	Name of Parent or legal Guardian (please print)