



Name of Competitor \_\_\_\_\_

### COMPETITOR ACTIVITY/ RALLY RELEASE

The undersigned competitor ("Competitor") and his/her parent(s) or legal guardian(s) ("Parent(s)"), have elected to participate, or in the case of Parent(s), permit the Competitor to participate, in the USPC, MidSouth Region, MEGA-RALLY ("Activity/Rally"), to be held on June 23 - July 1, 2007 at Kentucky Horse Park, Lexington, KY, and hereby acknowledge, represent, warrant and agree that:

- (1) The acceptance of competitor as a participant in the Activity by the United States Pony Clubs, Inc. does not constitute a determination of any nature by the United States Pony Clubs, Inc., it's affiliates, employees and agents ("USPC") that the Activity is suitable, safe or otherwise appropriate, for Competitor, by reason of Competitor having attained any specific USPC Rating Level or otherwise, and that USPC makes no determinations, evaluation, representation or warranty to any such effect,
- (2) They understand the Activity and the jumps, courses and equestrian performances, competitions and activities (mounted or un-mounted) constituting the Activity, any and all of which may, in fact, be more difficult and different than those constituting the jumps, courses and equestrian performances, competition and activities (mounted or un-mounted) used in establishing, testing for and assigning or awarding any USPC (or other organization's) Rating Level,
- (3) they understand that equestrian activities such as the Activity are inherently dangerous and that they accept the inherent risks involved therein (including, without limitation, the risk of injury, death and damage or destruction to or of horses and other property),
- (4) the decision to participate in the Activity, and any evaluation of the Competitor's ability to safely and competently participate therein, has been made at the sole and absolute discretion of the Competitor and Parent(s) and Competitor and Parent(s) accept complete responsibility for such decision and such participation,
- (5) Competitor and Parent(s) have read and understand the policies and regulations governing the United States Pony Clubs, Inc., participation in activities sponsored or operated by it, and specifically the rules of the Activity, and each agree to abide by such rules, as now in effect, and as amended and in effect from time to time hereafter,
- (6) Competitor and Parent(s) understand that failure to adhere to the code of conduct and/or policies and regulations may result in dismissal from the competition or other such action as deemed necessary by the officials of the competition.
- (7) Competitor's entry into this competition constitutes his/her release to photograph and/or videotape and publish and/or broadcast his/her involvement in this competition to USPC.
- (8) Competitor and Parent(s) each hereby release and agree to hold harmless USPC from and against any claims and causes or action, Competitor or Parent(s) (or their respective successors, representatives, heirs or assigns) may have as a result of Competitor's participation in above stated Activity.
- (9) Participation in a USPC Activity/Rally is a privilege, not a right, and entry and/or participation may be refused at any time, with or without cause, for any reason, in the sole and absolute discretion of the Regional Supervisor/ Organizer, including but not limited to the determination that the entry and/or continued participation might obstruct the activity and/or reflect adversely on the USPC.
- (10) They expressly assume all risks of harm to competitor or competitor's mount, including harm resulting from negligence of the USPC or the USPC activity, and specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which competitor participates in a USPC activity. A true copy of the state statues in effect at the time of the execution of this agreement is included and incorporated herein.

\_\_\_\_\_  
 Signature of Competitor - if legal age of majority for the participant's state of residence or emancipated Date

\_\_\_\_\_  
 Signature of Parent (only one needed) Date Signature of 2<sup>nd</sup> Parent (Optional) Date

### EQUINE RELEASE

The undersigned hereby represents and warrants to USPC that (1) the undersigned is sole owner of the horse whose name appears below on this document; (2) that said horse is to be ridden and used by Competitor in the Activity; and that said horse is in good health and condition, and is sound and fit for participation in the Activity. The undersigned hereby gives permission to USPC, its agents and employees, in case of an emergency, or otherwise in the discretion of USPC, its agents or employees, for immediate treatment of such horse by a licensed veterinarian during or in connection with the Activity.

\_\_\_\_\_  
 Signature of Horse Owner Date Name of Horse – (Be sure it matches Coggins) Age Sex

\_\_\_\_\_  
 Print Name Date Phone (Home) (Cell)

\_\_\_\_\_  
 Address, City, State Zip e-mail

## CODE OF CONDUCT

USPC is proud of its reputation for good sportsmanship, horsemanship, teamwork and well-behaved members. The USPC and the organizers and officials of USPC Activities/Rallies expect appropriate behavior from all competitors, parent(s) and others participating in any USPC Activity/Rally.

Inappropriate behavior is, but not limited to:

- .  Possession, use, or distribution of any illegal drugs or alcohol
- .  Assault
- .  Profanity, vulgar language or gestures
- .  Harassment – using words or actions that intimidate, threaten or persecute others
- .  Cheating
- .  Abusing a horse

Any USPC member or parent not conforming to the Code of Conduct is subject to the following action:

1. The Officials of the competition may immediately suspend or expel an individual from the competition upon consulting with the Ground Jury.

I have read and agree to abide by the above Code of Conduct and the Rules of the Activity in which I am participating for Activity/Rally 2007.

Competitors Signature	Date	AND	Parent/Guardian Signature (only one required)	Date
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### **STATE EQUINE LIABILITY WARNINGS**

**ALABAMA WARNING:** Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

**ILLINOIS WARNING:** Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

**INDIANA WARNING:** Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

**KENTUCKY 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.

**MISSISSIPPI WARNING:** Under Mississippi law, an equine activity or equine sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

**OHIO WARNING: Ohio Statement of Inherent Risks:** "INHERENT RISK OF AN EQUINE ACTIVITY" MEANS A DANGER OR CONDITION THAT IS AN INTEGRAL PART OF AN EQUINE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, ANY OF THE FOLLOWING: (a) THE PROPENSITY OF AN EQUINE TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, DEATH, OR LOSS TO PERSONS ON OR AROUND THE EQUINE; (b) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (c) HAZARDS, INCLUDING, BUT NOT LIMITED TO, SURFACE OR SUBSURFACE CONDITIONS; (d) A COLLISION WITH ANOTHER EQUINE, ANOTHER ANIMAL, A PERSON, OR AN OBJECT; (e) THE POTENTIAL OF AN EQUINE ACTIVITY PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO 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.

**TENNESSEE WARNING:** Under Tennessee Law, an equine professional is not liable for an injury to or the death of a participant in equine activities from the inherent risks of equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.

**WEST VIRGINIA: WEST VIRGINIA EQUESTRIAN ACTIVITIES RESPONSIBILITY ACT STATEMENT FOR HORSEMEN:**

*I ACKNOWLEDGE AND AGREE THAT I WILL PERFORM THE DUTIES REQUIRED OF ALL HORSEMEN UNDER THE WEST VIRGINIA EQUINE ACTIVITIES RESPONSIBILITY ACT,*

*W. VA. CODE § 20-4-1, ET SEQ., WHICH INCLUDE THE FOLLOWING:*

(1) Make reasonable and prudent efforts to determine the ability of a participant to safely engage in the equestrian activity, to determine the ability of the horse to behave safely with the participant, and to determine the ability of the participant to safely manage, care for and control the particular horse involved;

(2) Make known to any participant any dangerous traits or characteristics or any physical impairments or conditions related to a particular horse which is involved in the equestrian activity of which the horseman knows or through the exercise of due diligence could know;

(3) Make known to any participant any dangerous condition as to land or facilities under the lawful possession and control of the horseman of which the horseman knows or through the exercise of due diligence could know, by advising the participant in writing or by conspicuously posting warning signs upon the premises;

(4) In providing equipment or tack to a participant, make reasonable and prudent efforts to inspect such equipment or tack to assure that it is in proper working condition and safe for use in the equestrian activity;

(5) Prepare and present to each participant or prospective participant, for his or her inspection and signature, a statement which clearly and concisely explains the liability limitations, restrictions and responsibilities set forth under the West Virginia Equestrian Activities Responsibility Act.