

Attica Rodeo & Show Association

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT



For and in consideration of Attica Rodeo & Show Association allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, lessee, owner, agent, coach, official, trainer or volunteer) at Attica Rodeo Grounds or any event sponsored by ARSA. I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement")

Rules and Regulations: I hereby agree to be bound and abide by the rules, regulations and policies of ARSA and the Attica Rodeo Grounds.

Acknowledgement of Risk: I knowingly, willingly and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous. Furthermore, participation in any ARSA event involves risks and dangers including, without limitation the potential for serious bodily injury, sickness and disease, trauma, pain & suffering, permanent disability, paralysis and death, loss of or damage to personal property arising out of the unpredictable behavior of horses and animals. Unknown risks and dangers can also include exposure to extreme conditions and circumstances, accidents involving other participants, event staff, volunteers or spectators, adverse weather conditions, facility or premises conditions, failure to wear protective equipment (including helmet), inadequate safety measures, participants of varying skill levels, and situations beyond the immediate control of the event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

Assumption of Risk: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence or my own actions or interactions, the actions or interactions of others participating in events or on the premises, or the negligent act or omissions of the released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any ARSA events or while on the premises known as Attica Rodeo Grounds. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any ARSA events or while on the premises known as Attica Rodeo Grounds.

Wavier and Release of Liability, Hold Harmless and Indemnity: In conjunction with my participation in any ARSA events or while on the premises known as Attica Rodeo Grounds, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties, ARSA, event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), competition managers/chairs, the owners, managers and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demands(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Events, including, claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

Complete Agreement and Severability Clause: This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void for any reason unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accepts and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any ARSA event or while on the premises known as Attica Rodeo Grounds. If, despite the Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such liabilities as a result of such claim.

The Equine Activity Safety Code Act 2017-S3831A in New York State provides that an equine activity sponsor, an equine professional, or any other person, which shall include a corporation or partnership, shall not be liability for any injury to or the death of a participant resulting from the inherit risk of equine activities.

The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

UNDERSIGNED

Signature: _____ Print Name: _____

Parent/Guardian Signature (Required if Rider/Driver/Handler is a minor): _____

Print Parent/Guardian Name _____ Emergency Contact Phone # _____