

# WAIVER & RELEASE AGREEMENT

**Event** \_\_\_\_\_ **Date of Event** \_\_\_\_\_

This Waiver & Release Agreement ("Agreement") hereby constitutes the entrant's and their parent or legal guardian if the entrant is under the age of eighteen (18) years of age, the undersigned trainer's and the undersigned owner's agreement and affirmation that all participants of this Event (which include without limitation, the owner, lessee, trainer, manager, agent, coach, driver, rider, handler and the horse), for themselves, their principals, representatives, employees and agents: (1) shall be subject to the constitution and rules of the NEC and all local rules of the competition; (2) shall comply to all other applicable laws with special reference to the Horse Protection Act of 1970 as amended; (3) represent that every horse, rider, driver, and handler is eligible as entered; (4) agree to be bound by the constitution and rules of the NEC and the competition, and will accept as final the decision of the hearing committee of the Event on any question arising under said rules, and agree to hold NEC, it's owner, the competition and their officials, directors, agents, managers and employees harmless for any action taken; (5) agree that as a condition of entry for the Event, the undersigned authorize NEC, the competition and their management to market, transfer, assign, or otherwise make use of any photographs, likenesses, films, broadcasts, cablecasts, audiotapes, taken of the horse(s), and undersigned participants while on NEC grounds or incident to the Event, in any way that they see fit for the promotion, coverage, or benefit of the Event, sport or NEC, without any compensation to any of them, so long as the use neither jeopardizes amateur status nor endorses a specific product or service, and undersigned hereby expressly and irrevocably waive and release any rights in connection with such use including any claim to invasion of privacy, right of publicity, or to misappropriation; and (6) agree that they participate voluntarily in the competition, fully aware that horse sports and the competition involve inherent dangerous risk of serious injury or death, and by participating they expressly assume all risks of injury or loss, and they agree to indemnify and hold NEC owners, management, the competition and their officials, directors, employees, managers and agents harmless from and against all claims including for any injury or loss suffered during or in connection with Event, whether or not such claim, injury or loss resulted, directly or indirectly, from the negligent acts or omissions of said officials, directors, employees, managers Owners or agents of the NEC or the competition. By execution of this Agreement, the undersigned entrant represents and warrants that (1) he/she is 18 eighteen years of age or older (or if the entrant is under the age of 18 years old, the entrant's parent or legal guardian represents and warrants that they are the parents or legal guardians of the entrant and warrant and represent the following on behalf of the entrant);(ii) the entrant is covered with health and accident insurance in sufficient amounts and in such form as to cover the entrant in the event of any temporary or permanent injuries, paralysis, death, or other casualty or damage which may be suffered in connection with the Event("Damage") and (iii) the entrant does not have any condition, disease or injury that would increase the likelihood or magnitude of possible Damage in the course of participating in the Event and (iv) there is no reason to believe that the Entrant should refrain from participating in the Event. Furthermore, should the Entrant suffer any injury or condition for any reason which may increase the likelihood or magnitude of possible Damage, the Entrant will refrain from further participating in the Event until such time as such injury or condition subsides. The undersigned accept and acknowledge their responsibility to warn the entrant about the danger or participating in the Event and the importance of observing common safety precautions. The undersigned understand and agree that safety precautions do not eliminate the risk involved with participating in the Event. The undersigned agree that all use of NEC facilities and surrounding premises shall be at the sole risk of the undersigned. The undersigned further agrees that no liability will arise or will be claimed by the undersigned against, NEC or it's owners, managers, directors, officers, employees, or agents ("The National Equestrian Center Parties"), regardless of whether arising out of any act of omission by such parties or from the acts of third parties, and further hereby waive and all claims and causes of action in connection with the Event and use or access of the NEC facilities. The undersigned agree to hold NEC and NEC Parties harmless and indemnify them against all claims and causes of action of every nature that may arise by virtue of such use or the undersigned participation in the event.

NEC and the competition and their agents, owners, managers, representatives and employees are hereby authorized, but not required to: (a) render first aid emergency treatment to the entrant and (b) seek medical help, including, but not limited to transporting the entrant to a health care facility or hospital of NEC's choice, or calling an ambulance.

The undersigned understand and agree that the entrant's participation in the Event is conditioned upon the execution of this Agreement. The undersigned understand and agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Missouri and agree that any portion is held invalid, the remainder of this Agreement will continue in full force and effect. The undersigned further agree that the venue for any legal procedure shall be in the State of Missouri, in the County of St. Louis, and that this Agreement shall be interpreted under Missouri Law.

**UNDER MISSOURI 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 PURSUANT TO THE REVISED STATUTES OF MISSOURI.**

Name of Entrant \_\_\_\_\_ Age of Entrant \_\_\_\_\_

Signature of Entrant/Parent / Legal Guardian \_\_\_\_\_

Name of Parent/Legal Guardian \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_