

Posey County Saddle Club Membership Liability Waiver, Terms, & Conditions

Inconsideration for the below listed participants (members) joining the Posey County Saddle Club(PCSC), as an individual and/or family membership, & in order to participate in any event put on by PCSC for riding horses, ponies, or any equine animal on the premises where PCSC events occur, I/we agree to the following terms and conditions for membership.

Acknowledgements- I/we acknowledges that a horse, pony, or any equine animal may without warning or any apparent cause; buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump, step on/push/shove a person or act erratically in many other ways, break or loosen saddles/ bridles/or other equipment which may cause the rider to fall to the ground, be jolted or cause serious injury, bodily harm, paralysis, or even death. I /we further acknowledge that horseback riding is an inherently dangerous activity and involves risk to humans and equine animals that may cause serious injury, and in some cases death, because of the unpredictable nature and irrational behavior of horses, ponies, or any equine animals regardless of the extent of their training and past performance.

Assumption of Risk & Indemnification- I/we voluntarily assume (on behalf of myself, spouse, and children) all of the risk and dangers of injury or death inherent to the handling or riding of any horse, pony, or equine animal and use of any equipment and or facilities provided by Posey County Saddle Club. I/we agree to Indemnify, release, discharge, and promises not to sue Posey County Saddle Club for any loss, liability, damage, injury, death, or cost incurred by myself, spouse, and children arising out of riding or handling of any horse, pony or equine animal during participation in any Posey County Saddle Club event. I/we understand that risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligence of the Released Parties in the Posey County Saddle Club, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, injuries, losses or expenses which I/we incur as a result of my/our participation in any PCSC Event. On behalf of myself, spouse, children, heirs, representatives, assignees, executors, or next of kin forever release and discharge the Posey County Saddle Club from the results of any injury, death, damages, claims, suits, and/or expenses.

Rules of Governance- I/we expressly agree that the foregoing release of liability, assumption of risk, and indemnity agreement is governed by the laws of the state of Indiana, & is intended to be as Broad and inclusive as is permitted by Indiana state law . In the event that any portion of this agreement is determined to be invalid or unenforceable for any reason, it does not cancel or invalidate any other portion of the agreement. This membership agreement shall not be affected or impaired in any way and will continue in full legal force and effect for perpetuity until Posey County Saddle Club updates or amends these terms and conditions.

Equipment- I/we understand that for my/our own personal protection, should purchase and wear a properly fitted & secured helmet designed for equestrian activities. Further, if any participant is under the age of 18 after the 1st day of January of the calendar show year, those “children” are **required** to wear a helmet while astride a horse, pony, or equine animal regardless of the location on Posey County Saddle Club event grounds including the arena, make-up area, practice arena, parking, or **any** other general area. I/we understand that all equipment, tack, trailering equipment, and safety equipment is the sole responsibility of the member/rider and affirm that I/we are knowledgeable on its use & represent it is in good working condition.

Indiana code 34-31-5-1: An equine activity sponsor or equine professional is not liable for: (1) any injury to a participant; or (2) the death of a participant resulting from the inherent risks of equine activities. Horses, ponies, and equine animals are ridden at your own risk. In any case of an accident or incident resulting in injury, death, or theft of the member’s horse, family member, or their property no claim will be honored against this club, its officers, members, or anyone associated with the Posey County Saddle Club

Declaration- I/we hereby declare that I, my spouse, my children, any participant I am representing, and the equine animal(s) being used in any PCSC event is in good health and proper physical condition to participate in Posey County Saddle Club events. I/we affirm that any members & participants will not be under the influence of any illicit or prescription drugs which would in any way impair my ability to safely participate in the event. I/we agree that it is my/our sole responsibility to determine whether I/we am sufficiently fit and healthy enough to participate in any Posey County Saddle Club event. I/we further understand that Posey County Saddle Club officers and or directors may remove me from Posey County Saddle Club events or classes if they believe I am unfit to continue for any medical or other impairment reasons.

Rules- I/we agree to be familiar with and abide by the rules and regulations established for all classes/events put on by the Posey County Saddle Club including but not limited to the rules and regulations related to the competition, safety, and equine code of ethics. I/we also accept sole responsibility for myself, spouse, children or any participant I am representing’s conduct and actions while participating in the PCSC event and the condition and adequacy of my tack, equipment, horse, and/or pony.

Initial _____

Page 1 of 2

Refunds- Should an event be cancelled or postponed due to inclement weather once an event is underway, paid entry fees for the class may be rolled forward to the next show only, but horse/office fees are not rolled forward and are to be paid at EACH show. I /we understand that no refunds will be allowed for cancellation, withdrawal, or non-participation of any reason after entering into a show class or event. I/we fully understand that all monies paid to and collected by the Posey County Saddle Club are *non-refundable*.

Authorizations- I hereby authorize the Posey County Saddle Club and their representatives to arrange for emergency medical treatment and/or transport via ambulance or air on my behalf or my spouse or my children if medical attention is warranted during my/our participation in PCSC events. I understand and agree that I/we will be responsible for the costs associated with any such emergency medical care and/or transport arranged on my behalf, my spouse, my children, or any participant I am representing and hereby release the Posey County Saddle Club for any liability relating to the cost and provisions of any medical rescue operations, first aid treatment, medical care, hospital expenses, or the medical decisions made at the event site or elsewhere on my behalf. I hereby warrant that I have read this agreement carefully, understand its terms and conditions, and acknowledge that I will be giving up substantial legal rights. I agree that I will maintain personal health insurance or be responsible for any cost associated with health care, medical, or psychological care associated with any injury arising from my participation as a member of the Posey County Saddle Club in any of its events. I understand that any PCSC event may be photographed and/or video recorded by the Posey County Saddle Club, its volunteers, or representative and hereby grant permission for Posey County Saddle Club to photograph and/or video record me and/or otherwise capture my image or voice. I further understand and grant Posey County Saddle Club the right to reproduce, use, exhibit, display, broadcast, and distribute these images and recordings in any media known now or later developed for promoting, publicizing, marketing, explaining this event, or for educational & research purposes. All photographs videos and images and voice recordings are the property of Posey County Saddle Club.

I/we intend and am aware that this agreement is legally binding today and that by signing it I/we am giving up legal rights and/or remedies. My signature indicates that I/we understand and agree to all of the membership terms expressed in this agreement. By signing this agreement I/we are giving up certain legal rights including the right to sue or recover damages in case of injury, paralysis, death or any property damage.

Single Membership _____ (**\$15**) **Family Membership** _____ (**\$25**) **Date** _____

Membership # _____

Primary Member Name _____ **DOB** _____

Primary Member Signature _____

Spouse Member Name _____ **DOB** _____

Spouse Member Signature _____

Address _____

Phone Number _____

Email _____

Children Members under the age of 18 on this family membership

Child Member Name _____ **DOB** _____

Child Member Name _____ **DOB** _____

Child Member Name _____ **DOB** _____

Child Member Name _____ **DOB** _____

Child Member Name _____ **DOB** _____

Parent or Legal Guardian Signature _____

Printed Name _____

Date _____