



**NWC II WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**



For and in consideration of United States Equestrian Federation, Inc. dba US Equestrian (“USEF”) allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a USEF sanctioned, licensed or approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and Northern Winter Classic II (“USEF Event” or “USEF Events”); 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”):

A. RULES AND REGULATIONS: I hereby agree that I have read, understand, and agree to be bound by all applicable Federation Bylaws, rules, and policies including the USEF Safe Sport Policy and Minor Athlete Abuse Prevention Policies (MAAPP) as published at www.usef.org, as amended from time to time.

B. ACKNOWLEDGMENT 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, and that participation in any USEF Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the USEF Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).

EQUINE ACTIVITY LIABILITY ACT WARNING:

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

C. 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 of my own actions or inactions, the actions or inactions of others participating in the USEF Events, or the negligent acts 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 USEF Events. 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 USEF Event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any USEF Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USEF, USEF Recognized Affiliate Associations, the United States Olympic & Paralympic Committee (USOPC), USEF clubs, members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any USEF Event; any charity or other beneficiary which may benefit from the USEF Event; the owners, managers, or lessors of any facilities or premises where a USEF Event may be held; 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), demand(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 USEF Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this 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 accept and agree to the terms and conditions of this Agreement in connection with my (or the minor’s) participation in any USEF Event. If, despite this 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 the result of such claim.

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.

RIDER/DRIVER/HANDLER/VAULTER/LONGEUR OWNER TRAINER OFFICIAL STAFF VOLUNTEER COACH (IF APPLICABLE)

Signature: _____ Date: _____ Print Name: _____

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

Print Parent//Guardian Name: _____ Emergency Contact Phone No. _____

NWC II MURIETA EQUESTRIAN CENTER ASSUMPTION OF RISK AND WAIVER

For valuable consideration and to induce permission to participate in equestrian activities held at Murieta Equestrian Center ("MEC"), 7200 Lone Pine Drive, Rancho Murieta, CA 95683, each of the undersigned agrees to the following terms and makes the following warranties: 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, and that participation in any equestrian event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases such as COVID-19), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or man made objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of MEC or Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers. With this in mind, I accept full responsibility for my own safety and EXPRESSLY ASSUME ALL RISKS OF HARM, whether foreseen or unforeseen while participating in equestrian activities at the Murieta Equestrian Center. I am physically fit and know of no medical or health reason why I should not participate in this activity.

I hereby RELEASE and agree to DEFEND, INDEMNIFY AND HOLD HARMLESS MEC, Cosumnes Corporation, FoxFarms Inc., their shareholders, officers, employees, agents, instructors, equipment manufacturers, lessors, and insurers (hereinafter collectively referred to as "Parties Released"), from and against any liability, demand, claim, or right of action for any damage or injury, including paralysis or death, to any person or property, even if such damage or personal injury results from the NEGLIGENCE of MEC or other Parties Released. I further COVENANT NOT TO SUE or make any demand or claim against MEC or other Parties Released, for or by reason of any such damage or personal injury from my participation in equestrian activities at MEC. I will pay all fees, damages, and costs, including attorney fees that MEC or other Parties Released may incur in the enforcement of this agreement. A signed liability waiver is a condition to your participation in any event. Failure to sign will lead to your disqualification and removal from property. I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement. PUBLISHING OF PICTURES, VIDEOS, & COMPETITION SHOTS ON PROPERTY - Murieta Equestrian Center may use or assign photographs, videos, audios, cable - casts, broadcasts, internet, film, new media or other likenesses of me and my horse taken during the course of the competition for the promotion, coverage, or benefit of the competition, sport, or facility.

I HEREBY ACKNOWLEDGE I DO NOT HAVE A FEVER, SORE THROAT, TEMPERATURE, SHORTNESS OF BREATH OR COUGH AND HAVE NOT BEEN AROUND ANYONE DIAGNOSED WITH COVID-19 IN THE LAST 14 DAYS. I HAVE REVIEWED AND ACKNOWLEDGE & WILL ADHERE TO ALL AFOREMENTIONED REQUIREMENTS WITH SPECIAL ATTENTION TO COVID-19 SOCIAL DISTANCE PROTOCOLS AND REQUIREMENTS.

SIGNATURE: _____ PRINTED NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____ CELL PHONE NUMBER: _____ E-MAIL ADDRESS: _____

Guardian Representation:

If I am a PARENT or GUARDIAN of any minor person under 18 years of age participating in equestrian activities at MEC, I make these representations and agree to the terms of this Assumption of Risk and Waiver on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to DEFEND, INDEMNIFY AND HOLD HARMLESS MEC, Cosumnes Corp., FoxFarms Inc., and the other Parties Released from and against any demand, claim, right of action, or suit that may be brought on behalf of any such minor(s) arising from equestrian activities at Murieta Equestrian Center. I will pay all fees, damages, and costs, including attorney fees that MEC or other Parties Released may incur in the enforcement of this agreement. My child is physically fit and I know of no medical or health reason why they should not participate in this activity. I intend this agreement to bind me and my family, my assigns, estate, heirs, and personal representatives. This contract is severable and shall be interpreted and enforced under the laws of the State of California. I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.

PRINT FULL NAME OF MINOR CHILD: _____ PRINT PARENT/GUARDIAN FULL NAME: _____

MINOR CHILD DOB: _____ ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PARENT/ GUARDIAN SIGNATURE: _____ DATE: _____

EMERGENCY NUMBERS: _____ EVENING: _____ WEEKEND: _____