



MA3 & AFFILIATED CHAPTER LIABILITY WAIVER



MISSION STATEMENT: To provide a positive & inclusive community for all horse archers within the United States. Together we support, encourage, and facilitate the expansion of horse archery as an equestrian discipline.

I **[PRINT NAME HERE]** _____ (hereafter, "Participant", which term includes Participant's parent or legally-appointed Guardian, if a minor), freely and voluntarily seek to participate in any or all programs, events and/or activities sanctioned, produced, or sponsored by the Mounted Archery Association of the Americas ("MA3"), and the _____ that include educational and training programs, youth programs, clinics, and/or competitions at any time and at any location. These activities, programs, and events will hereafter be referred to as "the Activities," and the MA3, together with _____, its sponsors, managers, property owners, officials, organizers and affiliates and their respective directors, officers, members, employees, agents, volunteers, representatives, and designated officials will collectively be referred to as "Event Sponsor." In consideration of the Event Sponsor allowing Participant to participate in the Activities, now and in the future, Participant agrees as follows:

1. Acknowledgment of Inherent Risks of Equine Activities/Assumption of Risks. Participant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to:* (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other Participant to act in a negligent manner that may contribute to injury to the participant, Participant, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may cause injury or harm to the rider or other persons or animals in the vicinity. *Participant is not relying on Event Sponsor to list within this document all possible inherent risks or all risks of participating in any of the Activities at any location.*

2. Waiver and Release of Liability. With full knowledge and appreciation of these and other inherent risks associated with equine activities in general and the Activities in particular, Participant knowingly and voluntarily assumes the risks of the Activities. Participant further agrees to waive any and all rights to sue the Event Sponsor and hereby releases the Event Sponsor from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property arising or growing out of the Activities, or resulting from any act or omission of the Event Sponsor. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither Participant nor Participant's representatives shall make any claim against, maintain an action against, or recover from the Event Sponsor or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the Participant, to the Participant's horse, or to the Participant's personal property (regardless of ordinary negligence by the Event Sponsor or regardless of an alleged violation of an applicable equine activity liability law).

3. Indemnification. Participant agrees to hold harmless and indemnify the Event Sponsor from any and all claims, demands, or actions of any nature whatsoever arising or growing out of Participant's involvement in the Activities, including, without limitation, defense costs and reasonable attorney's fees. Participant shall maintain a policy of comprehensive general liability insurance with limits of not less than \$1,000,000 that will protect the Event Sponsor in the event of any such claim, demand, or action.

4. Equine Liability Act. Should the Activities take place in a state with an equine activity liability law, Participant acknowledges reading the applicable state warnings and/or provisions.

5. Miscellaneous. This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable law, only that clause will be void, but the remainder shall stay in full force and effect.

6. HELMET WAIVER: I, _____, attest that I am of sound mind; aware of the risks of head injury during Equine Activities, and of the physical and mental incapacity that can result from head injuries, including a significantly increased risk of death. I have been advised that wearing an ASTM/SEI approved riding helmet while engaged in Equine Activities can significantly reduce my risk of, and the severity of, head injuries suffered in falls from horses or other blows to the head during Equine Activities. Notwithstanding this knowledge and the specific advice to wear a protective helmet while engaging in Equine Activities, I consciously and voluntarily choose not to wear such a helmet during Equine Activities. I acknowledge that I do so against the advice of The Mounted Archery Association of the Americas, and I hereby ASSUME ALL RISK OF THIS DECISION.

Further, I hereby waive any claims against The Mounted Archery Association of the Americas or any other party on behalf of myself, my successors in interest, guardians, legal representative, heirs and assigns, and release The Mounted Archery Association of the Americas, and any affiliated chapter(s) and person(s) from any claims or liability whatsoever with regard to damages that could have been prevented or avoided by the proper use of a protective helmet. The Assumption of Risk, Waiver of Claims and Release of Liability Agreement for Declining to Wear a Protective Helmet is IN ADDITION TO and does not replace or modify The Mounted Archery Association of the Americas Liability Waiver and shall remain in effect until specifically revoked by me

I HAVE READ THE FOREGOING LIABILITY WAIVER AND I UNDERSTAND THAT I AM RELEASING CLAIMS, ASSUMING RISKS INHERENT TO MY PARTICIPATION, AND ASSUMING A DUTY TO INDEMNIFY AND DEFEND. I KNOWINGLY AND VOLUNTARILY EXECUTE THIS LIABILITY WAIVER AND AGREE TO BE FULLY BOUND BY ALL OF ITS TERMS AND CONDITIONS.

SIGNATURE OF PARTICIPANT:

DATE:

PRINT NAME OF PARTICIPANT:

DATE OF BIRTH (IF PARTICIPANT IS UNDER 18):

FULL ADDRESS OF PARTICIPANT OR LEGALLY-APPOINTED GUARDIAN:

STREET

CITY

STATE

ZIPCODE

PRINT NAME OF PARENT OR LEGALLY-APPOINTED GUARDIAN:

SIGNATURE OF PARENT OR LEGALLY-APPOINTED GUARDIAN:

DATE:

EMERGENCY CONTACT:

PHONE #: