

BAY AREA HORSE ARCHERS LIABILITY WAIVER AND RELEASE

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 Bay Area Horse Archers & Adam Sewell, 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 Bay Area Horse Archers, together with Adam Sewell, 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.

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 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. SAFETY COMPLIANCE AND EQUIPMENT

Participant agrees to adhere to all safety protocols established by the Event Sponsor. This includes the requirement to wear appropriate safety gear, such as ASTM/SEI approved riding helmets, which are essential for reducing the risk of severe head injury. Participant acknowledges that safety is a priority and agrees to follow the instructions of licensed professionals and officials at all times during the Activities.

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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.

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SIGNATURE OF PARTICIPANT: _____

DATE: _____

PRINT NAME OF PARTICIPANT: _____

DATE OF BIRTH (IF UNDER 18): _____

FULL ADDRESS OF PARTICIPANT (OR LEGALLY-APPOINTED GUARDIAN): _____

STREET:

CITY: _____

STATE: _____

ZIP CODE: _____

IF PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE):

PRINT NAME OF PARENT / GUARDIAN:

SIGNATURE OF PARENT / GUARDIAN:

DATE: _____

EMERGENCY CONTACT NAME: _____

PHONE #: _____