

MA3 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") 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.



MA3 HELMET WAIVER

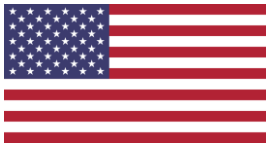


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I, _____, attest that I am of sound mind; aware of the risks of head injury during Equine Activities, and of the physical and mental incapacity that can result from head injuries, including a significantly increased risk of death. I have been advised 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.

SIGNATURE:	DATE:
ADDRESS:	



MA3 HORSE OWNER WAIVER



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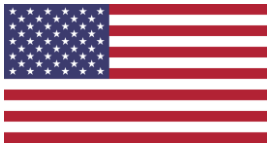
I, _____ understand that there is an inherent risk that is an integral part of participation in horseback riding and other equine activities. Such inherent risk includes, but is not limited to the following:

- a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine.
- b) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals.
- c) hazards, including but not limited to surface or subsurface conditions.
- d) a collision with another equine, another animal, a person, or an object.
- e) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

By affixing my signature to this document, I signify that I understand these inherent risks, and agree that the horse owner(s) named below, their heirs, agents, and MA3 are not liable for damages in a tort or other civil action for any harm that I, or the minor child named below, as an equine activity participant, might sustain during an equine activity and that resulted from an inherent risk of an equine activity.

NAME OF PARTICIPANT:	DATE:
SIGNATURE OF PARTICIPANT:	AGE:
PRINT NAME OF PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR:	
SIGNATURE OF PARENT, LEGAL GUARDIAN, or LEGAL REPRESENTATIVE OF RIDER OR PARTICPANT IF MINOR:	

NAME OF HORSE(S):
NAME OF HORSE OWNER:
SIGNATURE OF HORSE OWNER:



MA3 LANDOWNER WAIVER



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In consideration for being permitted to utilize the land, facilities and equipment owned by:

PRINTED NAME OF LANDOWNER(S) (hereinafter collectively referred to as "Released Parties") Located at the

address: _____

and to engage in the sport of horseback archery, horseback riding, archery, and related activities, I

PRINTED NAME OF RELEASER hereby agrees as follows:

INITIAL EACH OF THE FOLLOWING:

	1. I hereby RELEASE AND DISCHARGE the Released Parties from any and all liability, claims, demands or causes of action that may hereafter have for injuries and damages arising out of my participation in Horseback Archery Activities including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
	2. I further agree that I will not sue or make claim against the Released Parties for damages or other losses sustained as a result of my participation in Horseback Archery Activities.
	3. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorney's fees incurred in connection with any action brought as a result of my participation in Horseback Archery Activities.
	4. I understand and acknowledge that Horseback Archery Activities have inherent dangers that no amount of care, caution, instruction or experience can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN HORSEBACK ARCHERY ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
	5. I have been advised and recognize that my Horseback Archery Activities are not covered by any personal injury/accident insurance policy issued to the Released Parties.
	6. I hereby expressly recognize that this Agreement-and Release of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in Horseback Archery Activities including any claims caused by negligence of the Released Parties.

I HAVE READ THIS AGREEMENT - RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

SIGNATURE OF RELEASER:

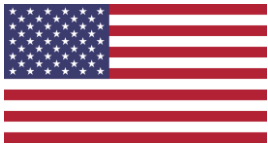
DATE:

PRINTED NAME OF RELEASER:

SIGNATURE OF LANDOWNER:

DATE:

PRINTED NAME OF LANDOWNER:



MA3 COVID-19 WAIVER



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MA3 Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Mounted Archery Association of the Americas has contacted each affiliate chapter to follow preventative measures in their state and county to reduce the spread of COVID-19; however, MA3 cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending MA3 events/practices could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the event/practice and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the event/practice may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MA3 Board of Directors, chapter leaders, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the event/practice. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless MA3 Board of Directors, the MA3 chapter leaders, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MA3 Board of Directors, the MA3 chapter leaders, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

NAME OF PARTICIPANT:

SIGNATURE OF PARTICIPANT:

DATE:

Print Name of Parent/Guardian if Participant is a Minor:

Signature of Parent/Guardian: