

2023 World Championship Appaloosa Show for Equestrians with Disabilities

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in the activity known as 2023 World Championship Appaloosa Show for Equestrians with Disabilities (the "Activities") associated with the Appaloosa Horse Club (ApHC) & 2023 World Championship Appaloosa Show, the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below.

1. ACKNOWLEDGMENT OF RISKS: The undersigned recognizes and understands that there are risks associated with their entry into and participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, livestock, vehicles, property and/or improvements to property that is caused by them and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities.

2. APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES: For purposes of this Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise in whole or in part from (i) any NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), ORDINARY NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY, of 2021 WORLD CHAMPIONSHIP APPALOOSA SHOW FOR EQUESTRIANS WITH DISABILITIES, the APPALOOSA HORSE CLUB, the WILL ROGERS MEMORIAL CENTER, the CITY OF FORT WORTH, TARRANT COUNTY, the STATE OF TEXAS or their respective present and former officers, directors, members, sponsors, subsidiaries, affiliates, employees, volunteers, volunteer workers, vendors, staff, and agents and any other person, firm or corporation bound to defend or pay judgments against them (the "Released Parties"); (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act ("DTPA"); (iv) acts of any other persons or guests; (v) criminal conduct; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with weapons both on and off the premises used in connection with the Activities, and the driving, riding, or traveling in any vehicles, whether belonging to Released Parties or to other persons.

3. RELEASE FROM LIABILITY: The undersigned hereby RELEASE, ACQUIT AND FOREVER DISCHARGE AND WAIVE any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities - including, but not limited to, the types of claims enumerated in Paragraph 2 - and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agree that the Released Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned's entry into and participation in the Activities.

4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS: The undersigned agree to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the Activities - including, but not limited to, the types of Claims enumerated in Paragraph 2. In addition, and without limiting the foregoing, the undersigned agree to INDEMNIFY the Released Parties for any Claims for injuries to any minors or wards under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the Activities - including, but not limited to, the types of Claims enumerated in Paragraph 2. As used herein, "INDEMNIFY" means to agree to assume the Released Parties' liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

5. PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned GRANTS PERMISSION to be PHOTOGRAPHED, VIDEO TAPED or INTERVIEWED in connection with the Activities. The undersigned understand that photographs, video footage or interviews may be used by the Released Parties or television, film, video, visual, graphic or printed media. The undersigned agree to RELEASE and INDEMNIFY Released Parties for any Claims related to photographs or interviews by the Released Parties or any media - including, but not limited to, the types of Claims enumerated in Paragraph 2.

6. COVID-19 RELEASE FROM LIABILITY: The undersigned agrees to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the APPALOOSA HORSE CLUB, the WILL ROGERS MEMORIAL CENTER, the CITY OF FORT WORTH, TARRANT COUNTY, the STATE OF TEXAS or their respective present and former officers, directors, members, sponsors, subsidiaries, affiliates, employees, volunteers, volunteer workers, vendors, staff, and agents and any other person, firm or corporation bound to defend or pay judgments against them, and any claims or demands therefore, on account of the Participant's or the undersigned's injury, illness, disease or death from the COVID-19 coronavirus, which occurs as a result of the Participant's or any of the undersigned's entrance onto the Will Rogers Memorial Center grounds and/or participation as a contestant, assistant, official or otherwise in any event, whether such injury, sickness, disease or death is caused by the negligence or other wrongful conduct of, strict liability or otherwise by, one or more of the Releases or any contestants, participants, spectators or other individuals at the Will Rogers Memorial Center grounds. The Undersigned UNDERSTANDS that Participant's and the undersigned's entry onto the Will Rogers Memorial Center grounds and/or participation in events during the COVID-19 pandemic contains DANGER AND RISK OF ILLNESS, DISEASE, INJURY OR DEATH TO PARTICIPANT and the undersigned, that COVID-19 is highly contagious, and that there is INHERENT DANGER in COVID-19 which the Participant and each of the undersigned appreciate and voluntarily assume because we choose to do so. WE EACH VOLUNTARILY ELECT TO ASSUME AND ACCEPT ALL RISKS inherent in COVID-19

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

The undersigned represent that they thoroughly understand that this is a complete and final release and indemnity agreement, that they are voluntarily entering into this Agreement, and that no representations, promises or statements made by any Released Party, or any agent, attorney or other representative of any Released Party has influenced the undersigned in causing them to sign this Agreement.

The undersigned understands that this agreement shall be binding on their heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for any dispute regarding this Agreement shall lie in a State Court in Latah County, IDAHO. If any part of this agreement is determined to be unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned agree to these terms and conditions and acknowledge receipt of this Agreement.

Exhibitor Name (please print): _____ Date: _____

Address: _____

Signature (Participant or Parent/Guardian): _____

Email: _____ Phone: _____

Name of Riding Stable: _____

Check one below:
___ Exhibitor
___ Volunteer
___ Coaching Staff
___ Parent / Legal Guardian