



WAIVER AND RELEASE OF LIABILITY

For and in consideration of the AHJA's acceptance of my membership and/or, if a non-member, allowing me, the undersigned, or my minor child, to participate in any capacity in an AHJA sanctioned or approved event or activity ("AHJA-sponsored event") during **2024**, including but not limited to equestrian shows, competitions, clinics, practices and related or incidental activities and events. I, for my myself, and on behalf of my minor child, or minor for who I am guardian of, hereby agree as follows:

- A. **AHJA RULES AND POLICIES:** I agree to be bound and to abide by the rules and policies of the AHJA as published on its website at www.alabamahunterjumpers.org, and as amended periodically.
- B. I knowingly, willingly and voluntarily acknowledge the inherent risks associated with equestrian sports, and know that horseback riding and related equestrian activities are inherently dangerous, and that any AHJA-sponsored event involves risks and dangers, including, without limitation, the potential for serious bodily injury, sickness and disease, including communicable diseases among humans or animals, trauma, pain and suffering, bites, kicks, abrasions, contusions or other injury or disability, allergic reactions, falls, paralysis, death, loss or damage to personal property, including without limitation to trailers, vehicles, tack, equipment, horses or other animals, and other unknown risks and dangers.
- C. I understand that horses can be unpredictable and may buck, rear, fall, bolt, bite, kick or engage in other dangerous behaviors that pose a hazard to themselves, property, other animals, and humans. I further understand that horse equipment may fail or malfunction and that the premises may have hazards such as uneven ground, personnel, heavy equipment, wildlife, animals, and other potential risks.
- D. To the best of my knowledge and belief, I have no physical or mental restriction(s) which would prohibit my handling, riding and/or being in the vicinity of horses and/or farm, horse stable, horse event premises activities.

I specifically acknowledge that Alabama and the United States is currently battling the pandemic associated with COVID-19, a highly transmissible infectious disease, and agree that I will comply with any and all safety measures instituted by the AHJA and the AHJA-sponsored event, and further agree that I knowingly, willingly and voluntarily acknowledge and assume and take sole responsibility for the risks associated with participating in AHJA-sponsored events during the COVID-19 pandemic and its aftermath. I also agree to abide by any biosecurity protocols set forth by the AHJA related to human or equine participants.

I HEREBY VOLUNTARILY AND KNOWINGLY ASSUME ANY AND ALL SUCH RISKS AND AGREE THAT I AM SOLELY RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, LOSSES, OR EXPENSES THAT I INCUR AS A RESULT OF MY, MY MINOR CHILD'S, OR MINOR IN WICH I AM GUARDIAN OF, PARTICIPATION IN

ANY AHJA-SPONSORED EVENT. I ALSO AGREE TO BE RESPONSIBLE FOR ANY INJURY OR DAMAGE CAUSED BY ME, MY HORSE, MY SPOUSE OR CHILD, AND ANY OTHER PERSON OR ANIMAL ACTING UNDER MY DIRECTION AND CONTROL, AT ANY AHJA EVENT.

- E. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** in consideration of my participation in any AHJA-sponsored event in **2024**, I hereby release, waive, and agree not to sue, and further agree to indemnify, defend and hold harmless the AHJA, its members, and members of its governing body, host farms/facilities, and all persons associated with AHJA activities, whether paid or volunteer, including all persons associated with and any host farm or event location associated with any sanctioned, sponsored, or affiliated show, schooling day, clinic, gathering or event in association with the AHJA, this also includes participants (including athletes/riders, coaches/trainers, judges and other personnel), owners, guests, licensees, officials, show managers, grooms, employees, promoters, sponsors and advertisers, with respect to any liability claims, demands, causes of action, damages, losses, or expenses, including but not limited to court costs and attorneys' fees, of any kind which may arise out of, result from, or relate in any way to my participation in AHJA-sponsored events, including claims for liability caused in whole or in part by the negligent acts or omissions of the aforesaid persons.
- F. **ELECTRONIC SIGNATURES AND AUTHORITY TO SIGN:** Signees and the AHJA agree that a facsimile, scanned or other form of my electronic signature on this Agreement is considered to be original and is as legally binding as my handwritten signature. Each individual signing this Agreement on behalf of a Party thereto represents and warrants that such individual is fully authorized to do so, and that this Agreement is fully binding on that Party.
- G. **MERGER AND SEVERABILITY CLAUSE:** This Waiver and Release of Liability represents the complete agreement between the parties hereto, and no oral representations, statements or prior agreements have been made apart from the terms specified herein. If any provision of this Waiver and Release of Liability is held to be unlawful, void or unenforceable for any reason, then that provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS MY AGREEMENT TO ASSUME THE RISKS OF THE AHJA-SPONSORED EVENT AND TO RELEASE AND WAIVE ANY LIABILITY ARISING THEREFROM, AS WELL AS HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS. I AM PARTICIPATING IN HORSE AND/OR FARM/HORSE STABLE/HORSE EVENT PREMISES ACTIVITIES AT MY OWN RISK.

Rider Name: _____

Rider Signature (if 18 or older): _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

WARNING:

Under Alabama law, an equine activity sponsor or other 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, pursuant to the Equine Activities Liability Protection Act.