



ADULT CONTRIBUTING MEMBER APPLICATION And Inherently Dangerous Activity Acknowledgement Waiver of Liability Form 2011-2012

For purposes of this Application and Waiver, the "IEA Group" is defined as the Interscholastic Equestrian Association, Inc. ["IEA"], the stables, owners, persons or other entities providing facilities, horses or equipment for any IEA affiliated, sanctioned or sponsored show or event, the IEA Host Team, IEA Host Sponsor, the Event Host Coordinator, the facility, the location and owner, manager, operator, lessor and lessee of the facility where any IEA affiliated, sanctioned or sponsored show or event is held, IEA Members, IEA Coaches, IEA Teams, all educational institutions sponsoring or lending their name to an IEA Team or IEA event, all other competitors, participants, spectators, exhibitors and riders in or at an IEA event or show, all other persons directly or indirectly associated with IEA, and their respective executors, administrators, agents, officers, directors, staff, employees, trustees, members, shareholders, owners, representatives, heirs, successors and assigns of each of the above named persons and entities.

Also, for purposes of this Application and Waiver the "undersigned persons" are defined as the rider, the parents or legal guardians of the rider, the coaches, the contributing members, and all other IEA Members, and their respective executors, administrators, attorneys, agents, representatives, heirs, and assigns.

The undersigned persons fully and unconditionally agree to hold the IEA Group harmless from any injury, harm or even death resulting from all inherent risks and intrinsic dangers of horseback riding or being around horses in general. The undersigned persons further attest and swear that they were carefully and explicitly educated and informed on the unpredictable behavior of horses and dangerous nature of horseback riding and being in close contact with horses in general.

The undersigned persons attest and swear that they are fully aware that there exist valid and enforceable equine activity limiting liability statutes in most, but not all, states where IEA competes ["Laws"]. These Laws limit the liability for those who provide access to horses and horse related activities. Each of those Laws is incorporated herein by reference. In the event that no such Laws exist, the undersigned person(s) have been informed of a legal doctrine known as "assumption of the risk", which means that a person involved or participating in a dangerous activity (and his/her parent or guardian) fully agree to take full responsibility for any injury, harm, or even death resulting from a danger or risk that is normal, reasonably anticipated, natural, built-in, intrinsic to or inherent to the chosen equine activity. The undersigned persons agree and knowingly assume all risks associated with IEA events, shows, training, travel, and related activities ["IEA Events"].

The undersigned person(s) fully and completely understand and comprehend that were it not for their full agreement to hold the IEA Group harmless for injuries, harm, or even death resulting from the inherent risks and intrinsic dangers associated with the IEA Events, the IEA Group would not provide these services, shows and events and IEA would not sanction or sponsor competitions.

The undersigned persons fully and unconditionally agree to assume all inherent risks and intrinsic dangers associated with IEA Events, including, but not limited to, the following:

- 1) The propensity of a horse to behave in ways that may result in injury, harm or death to persons on or around the horses. The powerful and potentially dangerous and destructive ways in which these large animals can behave include, but are not limited to, bucking, shying, kicking, running, biting, stumbling, rearing, falling and stepping on any person on or near the horse;
- 2) The unpredictability of the animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
- 3) The unpredictable or erratic actions by other horses or persons relating to equine behavior;
- 4) Certain hazards such as arena and training surfaces and subsurface conditions;
- 5) Collisions with other animals, fences, gates, barriers, objects, or persons;
- 6) The potential for the rider participants and others at IEA Events to act in a negligent manner that may contribute to injury to the rider or others, such as failing to maintain control over the animal or not acting within his or her riding ability; and
- 7) Other unforeseeable or unpreventable accidents or events associated with or a result of horseback riding or being around horses in general.

Important Notice Regarding Waiver of Claims for Negligence: The undersigned persons fully attest and swear that they sought and received (independent of anyone associated with the IEA Group) information and education about the legal concept of negligence (normal carelessness). The undersigned persons fully agree and consent to waive all claims, actions, causes of actions, and liability for all damages and injuries of any kind, whether having occurred in the past or in the future, stemming from any ordinary act of negligence (including failure to warn) on the part of the IEA Group. This waiver shall extend to claims for negligence stemming from any cause whatsoever including injuries or death that occurs during horse riding AND non-horse riding activities, including, but not limited to injuries or death that occurs while participants are leading or riding a horse, are around horses, while participants are receiving instruction on riding skills, or are under the supervision of riding instructors or IEA Coaches.

By making application for membership to IEA, each member, parent and legal guardian certifies he/she has thoroughly read and understands the IEA Rules and Regulations, authorizes IEA to distribute the member's name, address, email address, gender, and other available demographic information to IEA sponsors, advertisers and other equestrian related companies, activities, programs, and organizations, and authorizes IEA, its sponsors and publicists to use for promotional purposes all photographs, videos, or digital images taken at any IEA show or event.

LEGAL NOTICE: The undersigned persons agree that the terms and conditions of this waiver, any dispute as to the enforcement of this waiver agreement, and all claims or lawsuits filed by or against IEA, or any or all IEA Group members, shall be interpreted according to and under the laws of the State of Ohio. Any claim or litigation regarding the enforcement or interpretation of this waiver agreement, and all claims or lawsuits filed by or against IEA, or any or all IEA Group members, shall exclusively be brought and filed in either state or federal court in Columbus, Ohio.

WARNING: Under Arizona Law an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from ordinary negligence or the inherent risks of equine activities.

WARNING: Under Arkansas Law an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.

WARNING: Under Connecticut Law participants assume the risk and legal responsibility for any injury arising out of the hazards inherent in equestrian sports.

WARNING: Under Colorado Law an equine professional is not liable for injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

WARNING Under Delaware Law 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, pursuant to Delaware Code Title 10, Section 8140.

WARNING: Under Florida Law an equine sponsor or 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."

WARNING: Under Georgia law an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of the equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

WARNING Under the Equine Activity Liability Act of Illinois each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

WARNING: Under Indiana Law an equine professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities."

WARNING: Under Kentucky Law a farm activity sponsor, farm animal professional or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities."

WARNING Under Louisiana Law an equine activity sponsor or 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 R.S. 9:2795.3

WARNING Under Maine Law an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.

Warning: Under Massachusetts Law 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, pursuant to section 2D of chapter 128 of the General Laws.

WARNING: Under the Michigan Equine Activity Liability Act an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

WARNING: Under Missouri Law 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 pursuant to the Revised Statutes of Missouri.

WARNING: Under New Hampshire Law 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.

WARNING: Under New Jersey Law an equestrian area operator is not liable for an injury to or the death of a participant in equine animal activities resulting from the inherent risks of equine animal activities, pursuant to P.L. 1997, c.287 (c.5:15-1 et seq.).

WARNING: Under New Mexico Law an equine professional or equine activity sponsor is not liable for an injury to or the death of a participant in equine activities resulting from equine behavior, including the propensity of an equine animal to kick, bite, shy, buck, stumble, bolt, rear, trample, be unpredictable or collide with other animals, objects or persons.

WARNING: Under North Carolina law an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

WARNING: Under Ohio Law, R.C. 2305.321 an equine activity sponsor or 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, which such risks include: (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.

WARNING: Pursuant to the Oklahoma Livestock Activities Liability Limitation Act, livestock activity sponsors and participants and livestock professionals acting in good faith and pursuant to the standards of the livestock industry shall not be liable for injuries to any person engaged in livestock activities (like horseback riding) when such injuries result from the inherent risks of livestock activities.

WARNING: Under Pennsylvania Law you assume the risk of equine activities pursuant to Pennsylvania law.

WARNING: Under Rhode Island Law an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, 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 this chapter, Rhode Island General Laws, Title 4, Section 4-21-1, et. seq.

WARNING: Under South Carolina law an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity pursuant to Article 7, Chapter 9 of Title 47, Code of the Laws of South Carolina, 1976.

WARNING: Under Tennessee Law, 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, pursuant to Tennessee Code Annotated, Title 44, Chapter 20.

WARNING: Under Texas Law (Chapter 87, Civil Practice and Remedies Code), equine professionals and livestock show sponsors are not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks of equine activities of livestock shows.

WARNING: Under Utah Law an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, including (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

WARNING: Under Vermont Law an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A. § 1039.

Pursuant to Virginia Law (Va. Code. Ann 3.2-6200, et seq.) an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity; inherent risks of equine activities include those dangers or conditions that are an integral part of equine activities, including, but not limited to: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

Pursuant to West Virginia Law (TITLE 20, CHAPTER 4) It is recognized that equestrian activities are hazardous to participants, regardless of all feasible safety measures which can be taken. Each participant in an equestrian activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equestrian activity. Each participant shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equestrian activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equestrian activity, to heed all posted warnings, to perform equestrian activities only in an area or in facilities designated by the horseman and to refrain from acting in a manner which may cause or contribute to the injury of anyone. If while actually riding in an equestrian event, any participant collides with any object or person, except an obviously intoxicated person of whom the horseman is aware, or if the participant falls from the horse or from a horse-drawn conveyance, the responsibility for such collision or fall shall be solely that of the participant or participants involved and not that of the horseman.

The following sections apply to ALL riders in ALL States:

Any participant shall be liable for injury, loss or damage resulting from violations of the duties set forth above. Further, a participant involved in an accident shall not depart from the area or facility where the equestrian activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without obtaining assistance when that person knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.

By signing this Waiver the undersigned persons specifically represent that he/she; a) is the actual, proper and authorized persons to sign this form; b) understand and acknowledges that he/she is fully responsible for all damages, injuries, death or claims arising from the inherent risks of horseback riding, horse related riding competitions, being around horses in general and acknowledges that he/she waives any and all claims arising from the inherent risks of the activity and/or the ordinary negligence of the IEA Group; c) agree to indemnify (stand in the shoes of), pay and hold harmless the IEA Group from all awards, judgments, costs expenses and attorney fees associated with or arising from any claims or litigation that may arise from or are related to the rider's participation in any IEA Events or activity; and d) unconditionally promise not to sue or maintain any legal action against, or attempt to make any recovery from, the IEA Group in any civil litigation, mediation, arbitration or alternative dispute resolution proceedings.

The undersigned persons acknowledge that in consideration for the signing of this application, acknowledgment and waiver, (1) they and their rider receive the aesthetic pleasure, exercise, education and enjoyment that horseback riding, equestrian competitions and being around horses in general have to offer, and (2) the applicant/rider will be permitted to participate in IEA sanctioned or sponsored events or shows for one full calendar year starting July 1st.

Special Notice to Western Riders and Parents/Guardians of Western Riders:

Western IEA riders have the absolute right to wear safety helmets in IEA competitions without any judging penalty. If the parents or guardians of a Western rider under the age of eighteen allow the rider to ride without a safety helmet then the parents and guardians for themselves and for their rider legally are waiving this right to wear a safety helmet, and are knowingly doing so with the full awareness of the risks of harm, injury or death to the rider.



**ADULT CONTRIBUTING MEMBERSHIP APPLICATION
& Inherently Dangerous Activity Acknowledgement
WAIVER OF LIABILITY
FOR 2011-2012**

Send to: IEA Membership Secretary
350 Washington St., Melrose, MA 02176

Please print legibly or type the information. All completed applications will be processed in the order in which they are received. Please allow fifteen business days for processing. Contributing Members will receive an emailed link to their member profile providing proof of membership. Contributing Members must have coach approval to receive administrative privileges to team information and communications.

Rule 2.C.4 – This membership is open to adult individuals that are not participating in competitions as coaches, but who desire to be members of the association, and to participate fully as members with regard to voting privileges and the right to hold office. A prospective contributing member will fill out an official "Contributing Membership Application", a signed waiver of Liability form and submit dues annually to the association. Contributing Members must ascribe to the Objectives of IEA, remain familiar with all IEA Rules and Regulations, act respectfully at all IEA sanctioned shows, competitions and events, and follow all rules and regulations of the IEA.

NAME _____

NAME OF TEAM or CLUB _____

MAILING ADDRESS _____

City _____ State _____ Zip _____

EMAIL ADDRESS _____ @ _____ (REQUIRED)

TELEPHONE NUMBERS: (Business) (____) _____ (Home) (____) _____
(Cell) (____) _____

Falsification of any membership, show, eligibility or application form may be cause for immediate expulsion of the individual, coach, and/or team from IEA, and any other penalty assessed by the REC or National Steward.

I certify that I have read and understand IEA Rules & Regulations, that I ascribe to the Objectives of IEA, and that I will remain familiar with all IEA Rules and Regulation (and any amendments thereto). I further certify that I will act professionally and respectfully at all IEA sanctioned shows, competitions and events, and follow all rules and regulations of the IEA, including but not limited to Rule 2.

I further affirm that all information on this application is correct and true to the best of my knowledge and belief.

By signing below I acknowledge and certify that before signing this document I have carefully read and fully understand and agree with the contents of all four (4) pages of the **IEA INHERENTLY DANGEROUS ACTIVITY ACKNOWLEDGEMENT & WAIVER OF LIABILITY FORM**, that preceded this page.

***** **Please remit \$45 with this application form.** *****

Date _____, 201__

[Contributing member's signature]