



# Schooling Rider Release And Inherently Dangerous Activity Acknowledgement Waiver of Liability Form

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 Interscholastic Equestrian Association (IEA) recognizes the health and safety of participants as a top priority, and the IEA will continue to define important safety measures in response to COVID-19. However, participants, attendees, vendors, and all others who may be physically present at an IEA event must be aware and acknowledge that attendance at any group sporting event carries with it the risk of exposure to airborne viruses, including COVID-19. By signing below, you acknowledge the inherent risks, including the public health risk presented by the Coronavirus, of participation / attendance in a group sporting event, and you specifically agree that IEA cannot guarantee your personal physical safety and cannot be held liable for participants' or attendees' possible exposure to viral disease.

Programs may be modified or suspended immediately and without notice because of force majeure causes beyond the IEA's reasonable control and occurring without its fault or negligence including, but not limited to, acts of god, fire, wars, governmental action, terrorism, epidemic, pandemic, or any other event beyond the IEA's control.

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 acknowledge that they have been informed of the skill level and IEA rider placement level assigned to the participating rider. By signing the IEA Application form, the undersigned persons agree to and approve of the skill level and IEA rider placement level assigned to the participating rider.

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.
- 8) IEA acknowledges that the use of personal safety equipment and gear, including air vests and safety vests with air canisters, is the personal choice of each participant. By signing this waiver, participants acknowledge that IEA does not assume responsibility for the function or malfunction of safety equipment and that in certain instances safety equipment and the use thereof may present a risk of harm to the participant, the animal and other riders. The possible malfunction of safety equipment, one's own equipment or another rider's equipment, constitutes an inherent risk of the sport and as such is included in this waiver.

**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 Alabama 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 the Equine Activities Liability Protection Act.

**WARNING: Under Alaska law** a person who participates in equine activities assumes the inherent risks in that activity and is legally responsible for all injuries or death to the person or other persons and for all damage to property that results from the inherent risks in that activity.

**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. By signing below, you acknowledge that you are aware of the inherent risks associated with equine activities, you are willing and able to accept full responsibility for your own safety and welfare and the safety and welfare of a minor participant for whom you are responsible and you release the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.

**WARNING: Under Arkansas Law** an equine activity sponsor, livestock activity sponsor, livestock owner, livestock facility, and livestock auction market are not liable for an injury to, or the death of, a participant in equine activities or livestock activities resulting from the inherent risk of equine activities or livestock activities.

**WARNING: Under California Law,** riders assume the risks of equine activities and equine activity sponsors cannot be held liable for the inherent risks of equine activities.

**WARNING: Under Connecticut Law** participants assume the risk and legal responsibility for any injury to person or property 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 Hawaii law** In any civil action for injury, loss, damage, or death of a participant, there shall be a presumption that the injury, loss, damage, or death was not caused by the negligence of an equine activity sponsor, equine professional, or their employees or agents, if the injury, loss, damage, or death was caused solely by the inherent risk and unpredictable nature of the equine. An injured person or their legal representative may rebut the presumption of no negligence by a preponderance of the evidence. Hawaii Revised Statutes 663B-2.

**WARNING: Under Idaho law:** Except as provided in subsections (2) and (3) of Idaho's equine liability statute, Title 6, Chapter 18, an equine activity sponsor or an equine professional shall not be liable for any injury to or the death of a participant or equine engaged in an equine activity and, except as provided in subsections (2) and (3), no participant nor participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant or equine engaged in an equine activity.

**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 Iowa law:** a domesticated animal professional is not liable for damages suffered by, an injury to, or the death of a participant resulting from the inherent risks of domesticated animal activities, pursuant to Iowa Code chapter 673. You are assuming inherent risks of participating in this domesticated animal activity. A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting. The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

**WARNING Under Kansas law** there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to ~~K.S.A. 60-4001~~ through ~~60-4004~~. You are assuming the risk of participating in this domestic animal activity. Inherent risks of domestic animal activities include, but shall not be limited to:(1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (3) certain hazards such as surface and subsurface conditions;(4) collisions with other domestic animals or objects; and (5) 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 domestic animal or not acting

within such participant's ability.

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 Maryland law: You assume the risks inherent in equine activity by voluntarily participating; such risks could include, but are not limited to (1) the propensity of livestock to behave in ways that may result in death or injury to persons on or around them, such as kicking, biting, bucking, or charging;(2) the unpredictability of livestock's reaction to things like sound, sudden movement, unfamiliar objects, persons, or other animals;(3) natural hazards such as surface or subsurface conditions; or (4) collisions with other livestock or objects.

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 Minnesota Law A nonprofit corporation, association, or organization, or a person or other entity donating services, livestock, facilities, or equipment for the use of a nonprofit corporation, association, or organization, is not liable for the death of or an injury to a participant resulting from the inherent risks of livestock activities, including (1) the propensity of livestock to behave in ways that may result in death or injury to persons on or around them, such as kicking, biting, bucking, or charging; (2) the unpredictability of livestock's reaction to things like sound, sudden movement, unfamiliar objects, persons, or other animals;(3) natural hazards such as surface or subsurface conditions; or (4) collisions with other livestock or objects.

WARNING: Under Mississippi law, an equine or livestock activity sponsor or an equine or livestock professional is 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 or livestock shows, pursuant to this chapter.

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 Montana law: equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity resulting from risks inherent in equine activities.

WARNING: Under Nebraska 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 sections 25-21,249 to 25-21,253 of the Nebraska Revised Statutes.

WARNING: Under Nevada law Except as otherwise provided in Nevada Revised Statutes Chapter 41.519, a sponsor, an equine professional, a veterinarian or any other person is immune from civil liability for an injury to or the death of a participant as a result of an inherent risk of an equine activity. A participant shall: (a) Act in a safe and responsible manner when engaged in an equine activity; and (b) Before engaging in an equine activity, know and be aware of the inherent risks of that activity.

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. Inherent risks of livestock activities may also include (1) the propensity of livestock to behave in ways that may result in death or injury to persons on or around them, such as kicking, biting, bucking, or charging;(2) the unpredictability of livestock's reaction to things like sound, sudden movement, unfamiliar objects, persons, or other animals;(3) natural hazards such as surface or subsurface conditions; or (4) collisions with other livestock or objects.

WARNING: Under New York Law: participants and visitors have a responsibility to exercise reasonable care regarding the disclosed risks of agricultural activity, and reasonably comply with posted way finding signs, reasonably remain in areas designated for the agricultural tourism activity, reasonably follow any and all written and conspicuously posted rules of conduct provided by such operator to visitors or verbal or other communication for persons with disabilities, and not to willfully remove, deface, alter or otherwise damage signage, warning devices or implements, or other safety devices. Inherent risks of livestock activities may include (1) the propensity of livestock to behave in ways that may result in death or injury to persons on or around them, such as kicking, biting, bucking, or charging;(2) the unpredictability of livestock's reaction to things like sound, sudden movement, unfamiliar objects, persons, or other animals;(3) natural hazards such as surface or subsurface conditions; or (4) collisions with other livestock or objects.

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 North Dakota 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**.

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 Oregon Law: An equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine. Pertaining to adult participants, if you knowingly execute a release stating that as a condition of participation, the participant waives the right to bring an action against the equine professional or equine activity sponsor for any injury or death arising out of riding, training, driving, grooming or riding as a passenger upon the equine, this waiver on liability shall apply even if the sponsor or professional provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to safely ride, train, drive, groom or ride as a passenger upon an equine, to determine the ability of the equine to behave safely with the participant and to determine the ability of the participant to safely manage the particular equine.

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 South Dakota 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 § 42-11-2.

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 or 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, which are those risks which are an integral part of the 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.

WARNING: Under Washington law an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity.

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. Any participant shall be liable for injury, loss or damage resulting from violations of the duties set forth above.

WARNING Pursuant to Wisconsin law: Notice: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481(1)(e) of the Wisconsin Statutes.

WARNING Pursuant to Wyoming law: Any person who takes part in any sport or recreational opportunity, including equine activity, assumes the inherent risks in that activity, whether those risks are known or unknown, and is legally responsible for any and all damage, injury or death to himself or other persons or property that results from the inherent risks in that activity. Inherent risk with regard to any sport or recreational opportunity or equine activity means those dangers or conditions which are characteristic of, intrinsic to, or an integral part of the activity.

Pursuant to New York Law Revised Statutes: No person less than eighteen years of age shall ride a horse unless such person is wearing a helmet meeting or exceeding ASTM F1163 (Safety Equipment Institute certified) Equestrian Standard. For purposes of this section, "certified" shall mean that the helmet's manufacturer agrees to the rules and provisions of a system that includes independent testing and quality control audits, and that each helmet manufactured by such manufacturer is permanently marked with the certifying body's registered mark or logo before such helmet is sold or offered for sale. For the purposes of this section, wearing a helmet means having a helmet fastened securely upon the head using the manufacturer's fitting guidelines for the particular model used.

Pursuant to Florida Law Revised Statutes: A child who is younger than 16 years of age must wear a helmet that meets the current applicable standards of the American Society of Testing and Materials for protective headgear used in horseback riding and that is properly fitted and fastened securely upon the

child's head by a strap when the child is riding an equine upon: (a) A public roadway or right-of-way; (b) A public equestrian trail, public recreational trail, public park or preserve, or public school site; or (c) Any other publicly owned or controlled property.

Pursuant to City of Norco, California regulations: An equine animal rider who is under eighteen (18) years of age must wear a helmet that meets the American Society of Testing and Materials (ASTM) standards (or any other nationally recognized standard for equine helmets) which is properly fitted and fastened securely upon the rider's head by a strap, when riding in a public area. This requirement applies regardless of whether a rider is controlling the equine animal.

Pursuant to Bainbridge Island, Washington regulations: people who ride a horse in a public area shall wear a helmet unless the rider has an appropriate note from a Washington-licensed doctor excusing the use of a helmet.

**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, without notifying the proper authorities, and 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 1<sup>st</sup>.

**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. At all times while mounted, Western riders in grades 4 and 5, as well as middle and upper school riders competing in the Beginner divisions, (classes 7, 8, 13, 14) must wear a harnessed and fully fastened protective ASTM/SEI approved safety helmet for equestrian use. If the parents or guardians of a Novice, Intermediate or Open level Western rider, grade 6 or higher, 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 risk of harm, injury or death to the rider.**

The rider signing below acknowledges and certifies that before signing this document he or she carefully read and fully understood the contents of all four (4) pages of the **IEA INHERENTLY DANGEROUS ACTIVITY ACKNOWLEDGEMENT & WAIVER OF LIABILITY FORM, that preceded this page**, acknowledges he/she has health, accident and hospital insurance covering the rider, promises that he/she will maintain that health, accident and hospital insurance at all times while the rider is a member of IEA, that he/she has read and understands the IEA Rules & Regulations, and that they affirm that all rider information and class assignments are accurate.

[Note: A parent/guardian/spouse cannot sign as the witness for the rider]

**Please Carefully Read This Form Before Signing.**  
**By Signing This Form You Are Giving Up Certain Important Legal Rights And Claims.**

This Document was signed and witnessed on \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Witness Signature for Rider

\_\_\_\_\_  
Schooling Rider's Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Schooling Riders Printed Name Birth Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Town, State and Zip

\_\_\_\_\_  
Phone Number