



Sagaponack Horse Show COVID-19 Protocols for 2022

- 1) Every unvaccinated person on the premises must be masked at all times when not mounted.
- 2) Parking: All exhibitors are to enter from the 58 Daniels Lane entrance and use the field parking lot. Trailer and horse parking are available in the field lots off Sagg Main.

Sagaponack Horse Show COVID-19 Entrance Affidavit and Waiver

By signing this form, I hereby agree to the 2021 COVID-19 Policy and Rules for the Topping Riding Club, Inc. and Sagaponack Horse Shows. I also certify that I am following the protocols of the USEF COVID-19 Action Plan, specifically the mandatory requirements for Participants. In doing so:

- I have self-monitored my temperature daily for the last two weeks prior to entering the competition grounds and have maintained a temperature below 99.5° F (37.5° C).
- I have not exhibited COVID-19 symptoms as described by the CDC in the last two weeks.
- I have not exhibited Covid-19 symptoms, tested positive for Covid-19 in the past ten days, or been exposed to or has been in close contact with someone who has Covid-19 symptoms or has tested positive for Covid-19 within the last 7 or 10 days, or has tested positive outside of the past 10 days, but is still symptomatic cannot enter or have access to the facility.
- I understand and agree that it is my responsibility to wear a facemask or face covering when in a public setting if I am not vaccinated.
- I will self-monitor my own temperature every morning prior to leaving for the show grounds.
- If I should begin to experience any symptoms of COVID-19 or exhibit a temperature of 99.5°F (37.5°C) or above after my initial entrance onto the show grounds, I will immediately notify Sagaponack Horse Show management and seek medical help.
- If I should begin to experience any symptoms of COVID-19 or exhibit a temperature of 99.5°F (37.5°C) or above within 14 days of leaving the competition, I will notify Sagaponack Horse Show management and immediately seek medical help.
- If I am diagnosed with COVID-19 after arriving at a competition or within 14 days of leaving the competition, I will notify Sagaponack Horse Show management so specific steps can be made to quarantine others that may have been affected prior to that diagnosis.
- I understand that I am required to provide a valid cell phone number and email address so I will receive all notifications from the competition.

EQUINE ACTIVITY LIABILITY ACT WARNING: CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

IN RETURN FOR THE USE OF THE PROPERTY, FACILITIES, HORSES, AND SERVICES OF THE TOPPING RIDING CLUB, INC (TRC AND SHS) and SAGAPONACK HORSE SHOW (SHS) BY THE UNDERSIGNED AND/OR ANY CHILDREN NAMED BELOW, THE UNDERSIGNED HEREBY EXPRESSLY AGREES FOR HIM OR HERSELF AND ON BEHALF OF HIS OR HER HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES TO THE FOLLOWING:

A. **ACKNOWLEDGMENT OF RISK:** The undersigned, willingly, and voluntarily acknowledges the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any equestrian activity involves risks and dangers including, with- out limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).

B. **ASSUMPTION OF RISK:** THE UNDERSIGNED EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM HORSEBACK RIDING BY THE UNDERSIGNED AND ANY CHILDREN NAMED BELOW(COLLECTIVELY, THE “RIDER”), including but not limited to risks arising from the propensity of horses to behave in a dangerous way and the inability to predict a horses reaction to sound, movements, objects, vehicles, persons or animals, and hazards of surface or subsurface conditions whether natural or man-made, which may result in injury or death to the Rider.

C. The undersigned understands and agrees that horses and equipment provided, leased or sold by TRC AND SHS to the Rider are provided, leased, or sold without warranty that they are fit to use for any purpose or for a specific purpose, that such horses and equipment are leased or sold on an as is basis and that no warranty or representation is made as to the adequacy of training provided by TRC AND SHS personnel.

D. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** The undersigned does and shall waive all rights against, and does and shall forever discharge and release from liability, TRC AND SHS, its directors, officers, employees and agents, and the owners, lessees, lessors or licensees of all premises on which the Rider is present at any time in connection with his or her activities at or with TRC AND SHS and any successors assigns, heirs or personal representatives of any of the foregoing (collectively the Released Parties) for all claims which the undersigned or the Rider may now or hereafter have for any injury directly or indirectly related to horseback riding with TRC AND SHS or any use of or presence upon TRC AND SHS property or facilities or any other activity conducted by TRC AND SHS or its designers, including but not limited to physical injury or death economic or pecuniary loss cost or expense mental or emotional injury, or property damage.

INITIAL HERE:

The undersigned releases, waives and covenants not to sue, and further agrees to indemnify, defend and hold harmless TRC AND SHS, its directors, officers, employees and agents, contractors, volunteers, and the owners, lessees, lessors or licensees of all premises on which the Rider is present at any time in connection with his or her activities at or with TRC AND SHS and any successors assigns, heirs or personal representatives of any of the foregoing (collectively the Released Parties) with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to the undersigned’s participation at TRC AND SHS including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. To the extent permitted by applicable laws, in connection with his her activities at with or conducted by TRC AND SHS (or any of its designees or his or her use of, or presence upon TRC AND SHS property or facilities the undersigned is and shall be responsible and liable for all injuries including but not limited to physical injury or death, economic or pecuniary loss cost or expense mental or emotional injury or property damage in each case arising from related to based upon or attributable to the acts omissions of the undersigned or the Rider.

F. The undersigned does and shall indemnify the Released Parties from any claim, loss cost or expense arising from, related to based upon or attributable to the acts or omissions of the undersigned or the Rider. The Release shall be governed by the Laws of the State of New York. The undersigned agrees that any dispute concerning this document or arising from the activities of the undersigned or the Rider may only be pursued in the court of the State of New York and the venue for any such dispute shall be solely in the County of Suffolk.

G. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

H. By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor’s) participation at TRC AND SHS.

Name of Participant:

Name of Parent/Guardian if Participant is a Minor:

Name of Trainer:

Cell Phone:

Email:

Emergency Contact Information Name:

Cell Phone Number:

Participant Signature (Parent/Guardian if Participant is a Minor):

Date:

If participant is a Trainer, you must initial below I understand that I am responsible for my staff and clients. I will make sure that I am using knowledgeable professionals that understand all COVID-19 protocols and risks. The parking area that is assigned to me is my responsibility to operate and apply all best management practices. I will bring to the show grounds, all the same materials and operating protocols that I have implemented in my private barn operation since the start of COVID-19 pandemic. I understand that Sagaponack Horse Show and Topping Riding Club, Inc. will not be providing materials in the van areas that are essential to the operation of my private business. I agree to provide or arrange these items for my staff and clients to operate safely. **Initial Here** _____



WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of United States Equestrian Federation, Inc. dba US Equestrian ("USEF") allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a USEF sanctioned, licensed or approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and

Sagaponack Horse Show 532, 1094 ("USEF Event" or "USEF Events"); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree to be bound and abide by the rules, regulations, and policies of USEF as published in the USEF Rule Book and on the website at www.usef.org, as amended from time to time.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any USEF Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the USEF Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

WARNING:

HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK. Under the laws New York, an equine activity sponsor or equine professional may not be liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. See SECTION 18-301-303 OF THE GENERAL OBLIGATIONS LAW.

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the USEF Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any USEF Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any USEF Event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any USEF Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USEF, USEF Recognized Affiliate Associations, the United States Olympic & Paralympic Committee (USOPC), USEF clubs, members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any USEF Event; any charity or other beneficiary which may benefit from the USEF Event; the owners, managers, or lessors of any facilities or premises where a USEF Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the USEF Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any USEF Event. If, despite this Agreement, I, or anyone on my behalf for the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

RIDER/DRIVER/HANDLER/VAULTER/LONGEUR OWNER TRAINER OFFICIAL STAFF VOLUNTEER COACH (IF APPLICABLE)

Signature: _____ Date: _____ Print Name: _____

Parent/Guardian Signature: (Required if Rider/Driver/Handler/Vaulter/Longeur is a minor) _____ Date: _____

Print Parent//Guardian Name: _____ Emergency Contact Phone No. _____