

# SAGAPONACK HORSE SHOW - JULY 20 & AUGUST 10, 2022

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

UNITED STATES EQUESTRIAN FEDERATION : 4001 WING COMMANDER WAY : LEXINGTON, KY 40511 : 859.258.2472 : FAX 859.231.6662 : USEF.ORG

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 ("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 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 or 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.

OWNER/AGENT

RIDER/HANDLER

TRAINER

SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Required if Rider/Handler is a minor)

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

EMERGENCY CONTACT PHONE # \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Is Rider a U.S. Citizen: YES  NO

SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Is Rider a U.S. Citizen: YES  NO

SIGNATURE: \_\_\_\_\_

Print Name: \_\_\_\_\_

COACH SIGNATURE: \_\_\_\_\_

(if applicable)

Print Name: \_\_\_\_\_

MANDATORY

# SAGAPONACK HORSE SHOW

JULY 20 and AUGUST 10, 2022

ENTRIES CLOSE 6:00 PM 7/18/2022 and 8/8/2022

**EXHIBITORS MUST HAVE CURRENT USEF/USHJA MEMBERSHIP**

HORSE/PONY NAME		RECORDING NUMBER	COLOR	SEX	HEIGHT	AGE	ALL HORSES AND PONIES MUST HAVE USEF RECORDING # OR HORSE ID #
RIDER ONE NAME		USEF / USHJA #	AGE	RIDER 1 CLASSES			
RIDER TWO NAME		USEF / USHJA #	AGE	RIDER 2 CLASSES			

OWNER			RIDER ONE			RIDER TWO			FEES	
NAME			NAME			NAME			ENTRY FEES	
USEF/USHJA #			USEF/USHJA #			USEF/USHJA #			OFFICE FEE**	\$35
ADDRESS			ADDRESS			ADDRESS			POST ENTRY	\$30
CITY	STATE	ZIP	CITY	STATE	ZIP	CITY	STATE	ZIP	USEF DRUG/MED FEE**	\$15
PHONE			PHONE			PHONE			USEF FEDERATION FEE**	\$8
EMAIL			EMAIL			EMAIL			USHJA FEE**	\$2
<b>TRAINER</b>			<b>SAGAPONACK HORSE SHOW</b> <b>P.O. BOX 99</b> <b>SAGAPONACK, NY 11962</b> <b>PHONE (631) 537-0948</b> <b>FAX (631) 537-5443</b> <b>** DO NOT MAIL ENTRIES **</b>			<b>ENTRIES CAN BE FAXED TO</b> <b>(631) 537-5443</b>  <b>EMAILED TO</b> <b>troy@hamptonclassic.com</b>  <b>OR BROUGHT TO THE HAMPTON CLASSIC</b>			USEF SHOW PASS FEE	\$45
NAME									USHJA SHOW PASS FEE	\$30
USEF/USHJA #									<b>TOTAL DUE</b>	
ADDRESS									<b>** MANDATORY FEES</b>	
CITY	STATE	ZIP							<b>OFFICE USE ONLY</b>	
PHONE										
EMAIL										

ALL EXHIBITORS MUST PAY IN U.S. FUNDS

UNITED STATES EQUESTRIAN FEDERATION, INC. ENTRY AGREEMENT

By entering a Federation-licensed Competition and signing this entry blank as the Owner, Lessee, Trainer, Manager, Agent, Coach, Driver, Rider, Handler, Vaultor or Longeur and on behalf of myself and my principals, representatives, employees and agents, I agree that I am subject to the Bylaws and Rules of The United States Equestrian Federation, Inc. (the "Federation") and the local rules of Sagaponack Horse Show (Competition). I agree to be bound by the Bylaws and Rules of the Federation and of the competition. I will accept as final the decision of the Hearing Committee on any question arising under the Rules, and agree to release and hold harmless the competition, the Federation, their officials, directors and employees for any action taken under the Rules. I represent that I am eligible to enter and/or participate under the Rules, and every horse I am entering is eligible as entered. I also agree that as a condition of and in consideration of acceptance of entry, the Federation and/or the Competition may use or assign photographs, videos, audios, cable-casts, broadcasts, internet, film, new media or other likenesses of me and my horse taken during the course of the competition for the promotion, coverage or benefit of the competition, sport, or the Federation. Those likenesses shall not be used to advertise a product and they may not be used in such a way as to jeopardize amateur status. I hereby expressly and irrevocably waive and release any rights in connection with such use, including any claim to compensation, invasion of privacy, right of publicity, or to misappropriation. The construction and application of Federation rules are governed by the laws of the State of New York, and any action instituted against the Federation must be filed in New York State. See GR908.4. BY SIGNING BELOW, I AGREE that I have read, understand, and agree to be bound by all applicable Federation Bylaws, rules, and policies including the USEF Safe Sport Policy and Minor Athlete Abuse Prevention Policies (MAAPP) as published at www.usef.org, as amended from time to time, as well as all terms and provisions of this Prize List. If I am signing and submitting this Agreement electronically, I acknowledge that my electronic signature shall have the same validity, force and effect as if I affixed my signature by my own hand.

OWNER	RIDER ONE	RIDER TWO	TRAINER
OWNER/AGENT SIGNATURE	RIDER ONE SIGNATURE	RIDER TWO SIGNATURE	RIDER TWO SIGNATURE
PRINT NAME	PRINT NAME	PRINT NAME	PRINT NAME
PARENT / GUARDIAN	PARENT / GUARDIAN	PARENT / GUARDIAN	COACH
OWNER/AGENT SIGNATURE	OWNER/AGENT SIGNATURE	OWNER/AGENT SIGNATURE	RIDER TWO SIGNATURE
PRINT NAME	PRINT NAME	PRINT NAME	PRINT NAME