

This Agreement, made as of this _____ day of _____, 2____ between USEA and its volunteers, including but not limited to: Trott, Brook Horse Trials, LLC, DBA Trott Brook Farm, Katy Bloomquist Holub, Jane Braddock, Kevin and Kim Voller, and all trainers, teachers, employees, managers and members (hereinafter referred to collectively as "Organizer") and the person(s) executing this document (hereinafter referred to as "Client").

In consideration for, Client voluntarily agrees to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT and hereby agrees to personally assume the risks associated with horse riding, training, teaching as set forth below.

Organization is a non-profit corporation existing for educational purposes. Organization's activities fall within the Minnesota Livestock activities, Immunity from Liability Statute, MN. Stat 604A.12, WHICH IS INCLUDED AND INCORPORATED HEREIN.

BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN USING AND BEING AROUND HORSES. THOSE RISKS INCLUDE SERIOUS BODILY INJURY AND DEATH. CLIENT UNDERSTANDS THAT HORSES ARE UNPREDICTABLE AND CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS DESPITE THEIR PRIOR HISTORY. CLIENT FURTHER UNDERSTANDS THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS, OR OTHER ANIMALS. THEY MAY RUN, BITE, BUCK, OR KICK OR RESPOND TO SOUND. HORSES MAY ALSO ENCOUNTER NATURAL HAZARDS, SUCH AS SURFACE OR SUBSURFACE CONDITIONS, AND MAY REACT UNPREDICTABLY. THEY MAY EVEN COLLIDE WITH OTHER OBJECTS, PERSONS, OR ANIMALS. RIDERS CAN ALSO FALL OFF OF HORSES AND INJURE THEMSELVES. HORSES CAN INJURE THEMSELVES THROUGH THEIR OWN ACTIONS. PARTICIPANT ACKNOWLEDGES THAT PURSUANT TO THE MINNESOTA LIVESTOCK IMMUNITY STATUTE, THIS ORGANIZATION IS NOT LIABLE FOR THE DEATH OF OR AN INJURY TO A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF LIVESTOCK ACTIVITIES AS DEFINED BY MN. STAT. 604A.12.

In consideration for Organization's services including but not limited to riding instruction, clinics, shows and other Organizational activities, Participant voluntarily agrees to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT. Participant has acquainted herself/himself with rules of safety applicable to any involvement with horses and their environment and Participant understands that it is not anyone else's obligation to teach him/her such rules. Client understands that he/she will be required to wear a helmet, and it is recommended that participant use an ASTM/SEI approved riding helmet if he/she chooses to ride in activities sponsored by this Organization.

Participant hereby represents that he/she is capable of using and being in close proximity to horses and their environment. Participant further represents that he/she is competent and capable to participate in the activities Participant will be participating in.

Participant agrees to personally assume the risks associated with Organization's services including but not limited to Participant's involvement with horses, clinics, shows and organizational activities. Therefore, Participant hereby releases, waives, and forever discharges Organization of all actions of whatever kind or nature either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage, including, but not limited to, damage to Participant's horse and other personal property, and any other activity involving Organization's services so long as such injury, property damage, or death is not caused by an intentional, willful, or wanton act or omission of Organization(*i.e.* Participant releases Organization from liability for damages caused by Organization's negligent acts or omissions only). Participant assumes full responsibility for the risk of bodily injury, death, or property damage and shall hold Organization harmless for any liability thereof as set forth herein.

Participant further agrees to hold Organization harmless from any and all liability, claims, damages, expenses, costs and fees, including attorney's fees, arising from such injury or damage and hereby agrees to reimburse Organization for the same so long as such injury or damage is not caused by an intentional, willful, or

wanton act or omission of Organization (*i.e.* Participant releases Organization from liability for damages caused by Organization's negligent acts or omissions only).

This release is given on behalf of Participant, Participant's spouse, Participant's legal representatives, administrators, executors, heirs, and assigns, and in the case of any child or children of Participant's, on behalf of them, their legal representatives, administrators, executors, heirs and assigns. This release is an ongoing release and remains in effect until Participant has revoked it in writing.

Participant understands that this document is a contract and agrees that if a lawsuit is commenced against Organization, its owners, officers, directors, shareholders, agents, volunteers, and/or employees for any injury or damage alleged by, or allegedly attributable to, Organization, Participant will pay all attorney's fees and costs reasonably incurred by Organization to defend that lawsuit.

PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR HIS/HER OWN SAFETY AND/OR THAT OF HIS/HER HORSE. PARTICIPANT UNDERSTANDS THAT HE/SHE IS ASSUMING 100% OF THE RISK OF INJURY, DEATH, AND PROPERTY DAMAGE AS PROVIDED HEREIN. THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, INCLUDING BUT NOT LIMITED TO THE MINNESOTA LIVESTOCK IMMUNITY STATUTE. IF ANY PORTION OF THIS RELEASE IS HELD INVALID BY A COURT, IT IS AGREED THAT THE REMAINDER OF THIS RELEASE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT NOTWITHSTANDING THE INVALIDITY OF ANY PORTION OF IT.

PARTICIPANT HAS READ THIS DOCUMENT. PARTICIPANT UNDERSTANDS IT IS AN AGREEMENT AND PROMISES NOT TO SUE, AND TO RELEASE AND INDEMNIFY, ORGANIZATION FOR ALL CLAIMS IDENTIFIED HEREIN.

PARTICIPANT ACKNOWLEDGES AND AFFIRMS THAT HE/SHE HAS CAREFULLY READ THE CONTENTS OF THIS RELEASE, FULLY UNDERSTANDS ITS MEANING, AND SIGNS THIS RELEASE VOLUNTARILY.

Date: _____

Client Signature

Print Client Name

Address

Telephone Number

Date: _____

Parent on behalf of Minor Signature

Print Parent Name

Address

Telephone Number

