

**PARTICIPANT RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, & INDEMNITY AGREEMENT & ADDENDUM**
(this "Release")

PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY COULD RESULT FROM YOUR
PARTICIPATION IN THIS ACTIVITY.

Best of America by Horseback™ & "BOABH"
DO NOT GUARANTEE YOUR SAFETY.

Please print

Participant is a: [] Rider [] Non-Rider

Participants Name: _____ Age: _____ yrs; DOB: ____/____/____

Address: _____ City _____ State ____ Zip _____

Ph: _____ email: _____

If Participant is a Rider, riding experience is: [] beginner/novice [] intermediate [] advanced
My equine is a __horse__ mule; (Stallions are not permitted); Age: _____ yrs. Sex: _____
Experience of my equine: _____

My equine is: __TWH__ __QH__ __Arab__ __Other__: _____ Color: _____
My equine [] is [] is not a kicker. (a red ribbon is required to be worn on tail of kicking equine at all times)

Contact info during Ride (phone # (____) _____ / (____) _____)

Vehicle make/model/color/: _____ license #/ State: _____

Trailer make/model/color _____ license # /State: _____

Emergency Contact Name / Phone # / Relationship: _____

The undersigned participant and, if applicable, the parent(s) or legal guardian(s) of the undersigned (collectively, the undersigned participant, and the parent(s) and legal guardian(s) are referred to as the "Participant"), in consideration for the participant being allowed to participate and attend a Best of America by Horseback event (including trail ride) beginning on or about the date this Release is signed, and the right to engage in any BOABH equine activity, ride, or event, and/or observe same, do hereby acknowledge the assumption of risk of participating in any equine activity, and further agree to waive rights, and release and discharge Best of America by Horseback, its owners, officers, agents and

employees, representatives, trainers, volunteers, and affiliates, Andora Group, LLC, a Virginia Limited Liability Company, Andora Trails, LLC, a Texas Limited Liability Company, any of such companies related companies of common ownership, including but not limited to, Graves Mountain Arena LLC, Fredericksburg Trails, Andora Farms, and all of their, officers, agents and employees, representatives, trainers, volunteers, and affiliates, and any event location owner, sponsor, on-site vendors and the event sponsors ("BOABH") on behalf of the Participant, myself, my heirs, assigns, personal representative and estate as follows.

1. ACKNOWLEDGEMENT OF RISK

Participant acknowledges and understands riding equine is an inherently dangerous activity and there are numerous obvious and non-obvious inherent risks always present in such activity, with and/or around equine, despite all safety precautions. The same elements that contribute to the unique character of equine riding can also cause of loss or damage to equipment or property, accidental injury to participants, illness, or in extreme cases, permanent serious bodily injury, paralysis and even death.

Injuries and property damage due to equine related activities are not uncommon. Participant understands: there is a risks of injury or loss to body, person, equine, and/or equipment, including, but not limited to those resulting from failing to wear protective headgear, becoming entangled in the stirrups, reins, or other gear, loss of control, falls, collisions, animal bites or kicks, exhaustion, insect stings, condition of the terrain or surface, effects of the weather and accidents with vehicles; equine, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright, or lack of proper control which may cause the Participant to be thrown from his/her equine or injured by the equine and/or by being thrown; equine may do such things as bite, kick, buck, rear, lie down, step, trample, or stumble, and Participant's control may be lost; saddles may slip and other tack or saddle problems may develop as a result of normal use and wear; and, equine may collide or spook from obstacles or encounter variations in surface or terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks, holes, and cliffs, as well as, vehicles and other moving or fixed obstacles, whether obvious or not, and whether man made or natural, all of which could cause the Participant to lose control of his/her equine, resulting in such injury.

2. ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY

Being aware that any equine activity in which the Participant participates or conducts during the BOABH event entails known and unknown risks of injury, whether identified above or not, whether anticipated or unanticipated, the Participant expressly agrees to assume full responsibility and accept all such risks of injury to body and property, and any resulting expenses, arising any equine, whether or not the Participant is in the saddle or on the ground, a handler or merely a spectator. Participation in any activity during the BOABH event is purely voluntary and the Participant elects to participate in spite of the known and unknown risks.

3. WAIVER AND RELEASE OF RIGHTS

The Participant voluntarily releases and forever discharges BOABH from any and all liability, claims, damages, demands, attorney fees, actions or rights of action, which are related to, arise out of, or are in any way connected with the Participant's participation in any equine activity during the BOABH event (including specifically but not limited to the negligent acts or omissions of BOABH, but expressly excluding the release from liability for gross negligence or intentional conduct of BOABH), for

any economic and non-economic losses due to any and all bodily injury, death, illness, or damage to Participant or Participant's property, or injury to the person or property of another. Participant holds harmless and indemnifies BOABH from any and all liability, claims, damages, defense costs, attorneys fees, and any other costs or expenses incurred in connection with any claims for bodily injury or property damage which Participant may acquire or which Participant may negligently or intentionally cause to others in the course of participation of any equine activity during the BOABH event. In the event Participant is a minor, the Participant parent or guardian shall further indemnify, defend and hold BOABH harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions..

4. ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE, INCLUDING ADDENDUM

Participant understands and acknowledges that by signing this Release, he/she has waived and relinquished certain legal rights and/or possible claims, which Participant might otherwise be entitled to assert or maintain against BOABH including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions. Participant further acknowledges that he/she has assumed all risks of participation in any equine activity and legal liability for claims or other legal demands, including defense costs, which may be asserted by third parties against Participant as a result of his/her participation in any equine activity during the BOABH event. Participant understands and acknowledges that by signing this Release, he/she waives and may be releasing the protection(s) afforded by any statute or law concerning equine liability.

5. AUTHORIZATION FOR MEDICAL TREATMENT

Participant hereby authorizes any emergency medical treatment deemed necessary in the event of any injury to Participant during the BOABH event. Participant either has appropriate insurance or, in its absence, agree to pay all costs for medical services as may be incurred on Participant's behalf.

6. PHOTO & INFORMATION RELEASE.

By participating in the BOABH event, I consent to and authorize the use and reproduction of any and all photographs, video, and any other audiovisual or digital materials taken of Participant and his/her family, ward, equine, pets and/or rig ("Photos") for promotional material and activities, exhibitions, programs, including specifically without limitation, television, documentaries, movies, and/or for any other use for the benefit of BOABH, as in its sole discretion may determine. If Photos are used by BOABH, I acknowledge that I will not be paid any compensation, and I acknowledge that the taking of Photos by BOABH or its agents does not obligate BOABH to use same, or to provide me a copy. Participant may take his/her own Photos during the event (from beginning date through the ending date, and during all times in between, whether taken or "personal time" or otherwise; however, neither Participant or his/her agents may use such Photos for any commercial purposes without the express written permission of BOABH addressed under separate written agreement with BOABH. Participant may share Photos taken by Participant, in which event, Participant acknowledges that by doing so, such Photos be used by BOABH as provided herein, the same as if it were Photos taken by BOABH. Participant further acknowledges that Participant acknowledges and agrees that his/her name, address, phone and email address, and other information contained herein and/or learned by BOABH during the event, may be shared with other registrants, vendors, sponsors, and/or used for any other promotion or reason by BOABH, as it, in its sole discretion may determine.

7. OTHER PROVISIONS

Participant understand that he/she has the sole individual responsibility for knowing the range of their own ability to manage, care for, and control a particular equine, and understands that it is their duty to act within the limits of their own ability to maintain reasonable control of equine at all times, and to heed all posted warnings. Participant agrees to use a reasonable degree of care while riding. Participant will not ride in an unsafe or reckless manner and will refrain from acting in a manner that may cause or contribute to the injury of anyone. Participant will follow the rules of the Location Owner and the instructions from BOABH staff, before, during and after the ride. Participant will remain with the riding group at all times. Participant understand dogs and other pets are not allowed on the trail, and in camp, must be on a leash. Participant will not use or be under the influence of alcohol or intoxicating drugs while participating in riding equine at any time, whether in camp or on the trail, and understands that anyone under the influence of alcohol or intoxicating drugs, whether in camp or on the trail, is subject to immediate dismissal from the event, without any refund of unearned fees paid.

Participant represents he/she is physically and mentally capable of participating in riding equine and has no physical or behavioral conditions or illness that could affect participation in the BOABH event except as follows: [] none []
describe: _____

While attending the BOABH event, Participant agrees to act in accord with all location owner and trail rules and with the Guidelines for Trail Etiquette, all of which Participant acknowledges has been received, read and understood. Participant further understands that he/she may be removed from participation in the BOABH event, in the sole discretion of BOABH, for reasons including, but not limited to health, safety or behavior reasons, alcohol or drug use, or suspicion thereof, any level of animal abuse or harsh training methods, or for any violation of the terms of this Release, such Rules or Guidelines, or for misrepresentations made by signing this Release. Participant accept that failure to uphold this commitment could result of forfeiture of fees and the right to participate in current or future BOABH activities or events.

PARTICIPANT'S (S') STATEMENT OF AWARENESS

Participant's(s') signature below indicates that he/she has read this entire Release, the addendum and all notices rules and guidelines contained in the registration packet and notices posted on the event location premises (all of which are incorporated herein by reference) (the "Release Documents") has had sufficient opportunity to read and ask any questions concerning all the Release Documents, and understands the Release Documents completely, agrees to be bound by the terms thereof, and acknowledges that Participant is waiving and releasing potential legal rights and claims. Participant further attests that all facts represented herein by Participant, including but not limited to physical condition, experience, and age, are true and accurate. Participant voluntarily elects to participate in the BOABH event and voluntarily executes this Release.

If any dispute or litigation arises in connection with this Release, Participant agrees the venue shall be in Hale County, in the state of Texas, and the prevailing party in such dispute shall be entitled to recover attorney fees and costs. In the event that any portion of this Release is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

THIS RELEASE IS A LEGALLY BINDING DOCUMENT.
READ BEFORE SIGNING.

PARTICIPANT'S (S') STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED PARTICIPANT(S), HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE PARTICIPANT'S(S') PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

OHIO §2305.32.1 (1997)

I have noted the warning sign posted at the ride sign-in location and acknowledge the following:

I waive all liability of NATRC and its affiliates which arises from the "inherent risks" of an equine activity.

"Inherent risk of an equine activity" also means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

- (a) 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, person, 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.

Every Participant (including minors) must sign this Release – both riders and non-riders:

Date signed (effective date): _____

Participant/s Signature: _____

If a Participant is **under 21 years** (even if not a minor), Parents/Legal Guardian Signature(s)

must also sign: _____

___ Parent ___ Guardian Printed name: _____

___ Parent ___ Guardian Printed name: _____

By the Parent or Guardian's signature(s), representation is made that enables them to have full legal authority to sign and release on behalf of the Participant that is under the age of 21 and is possessed by signor(s)