

NCDC CDE at Murieta Equestrian Center

Groom/Gator Forms

In this document, you will find the required liability waivers that must be sent to the Show Secretary before the show. Please print and sign both.

ADS liability waiver

NCDC/Horse Expo/MEC liability waiver

Please put the driver's name on the groom/gator waivers.

If by US Mail, send **by *May 1*** to:

Gina Miner
4008 Dyer Rd
Livermore, CA 94551

If emailing docs: vwminer@me.com Questions: 510-918-5800

Please do this in advance, it will make checking in at the show much simpler.

American Driving Society DISCLAIMER and HOLD HARMLESS AGREEMENT:

This form must be signed by every Competition participant or if a minor, their consenting parent, including each person who rides with a driver on a carriage not only during the actual Competition but including any time from arrival at the Competition to departure. I understand and agree that neither the American Driving Society (“ADS”) and its officers, the Driving Event Competition (“Competition”), Competition judges, officials, workers, volunteers or organizing committee nor the property owners accept or shall have any responsibility of any nature whatsoever for accidents, damage, injury or illness to the horses, owners, riders, drivers, grooms, passengers, attendants, spectators or any other person or property in connection with this Competition.

I hereby expressly agree without any limitation or condition for myself and my principals, representatives, employees and agents: (1) to be bound by the rules and by-laws of the ADS and any local rules of this Competition; (2) that every horse, driver, attendant, groom and/or passenger is eligible as entered; and (3) to accept as final any decision of the Competition officials on any question arising under the ADS rules and by-laws or any local rules of the Competition. I also agree, without any limitation or condition, to hold the ADS, its officers, directors, employees and agents, and Competition judges, officials and organizing committee, harmless from any and all liability, loss, claims or actions, causes of action, judgments or demands of any nature whatsoever. I am fully aware and appreciate that equine sports, including driving in this particular Competition involve inherent dangerous risk of serious injury or death. By participating I do so voluntarily and expressly assume any and all risks of injury to me or loss of my horse(s) or equipment. I agree to release and voluntarily waive the right to sue the ADS, its officers, directors, employees, and agents, stewards, Competition judges, personnel, volunteers, officials, and organizing committee, including their agents and employees from and against all claims for damages, including money damages, for any action taken or otherwise any harm caused by me or my horse to others, including whether arising from directly or indirectly from the negligence of the ADS or the Competition.

I agree to indemnify and hold harmless the ADS its officers, directors, employees, clinicians, members, volunteers, coaches, representatives, assigns, Competition judges, officials and organizing committee, their agents and employees from any and all claims for loss or injury caused by me or my horse that occur during or in conjunction with this Competition.

I also agree that as a condition of and in consideration of acceptance of entry, the ADS 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 ADS. BY SIGNING BELOW, I AGREE to be bound by all applicable ADS rules and all the terms and conditions of this AGREEMENT.

DRIVER Signature:

(Parent or Guardian must sign if under 18)

Print Driver Name Above:

Groom/Navigator/Passenger/Attendant Signature:

Print Name Above:

Groom/Navigator/Passenger/Attendant Signature:

Print Name Above:

Groom/Navigator/Passenger/Attendant Signature:

Print Name Above:

Notes: (If you require special dispensation at the above competition please state your need below)

NOTE: At all ADS approved competitions, the driver is required to be a member of the ADS or pay a non-member fee of \$30.00. Remember to include your current ADS number. You may be asked to present your current membership card to the Secretary.

**Western States Horse Expo
Murieta Equestrian Center
Northern California Driving Club
Assumption Of Risk And Waiver**

For valuable consideration and to induce permission to participate in equestrian activities organized by the Northern California Driving Club (NCDC), and held during the Western States Horse Expo held at Murieta Equestrian Center ("MEC") 7200 Lone Pine Drive, Rancho Murieta, CA 95683, each of the undersigned agrees to the following terms and makes the following warranties:

I acknowledge that participating in the equestrian activities, whether as a show participant or an audience member, is a HAZARDOUS RECREATION ACTIVITY with RISK of damage or PERSONAL INJURY, including PARALYSIS OR DEATH, to any person or property. Equines have the propensity to behave in ways that may result in injury, harm, or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collisions with other equines or objects; propensities include kicking, biting, stamping, stumbling, rearing and others; tack equipment can fail resulting in falling or loss of control; and activities have the potential of the participant(s) to act in a negligent manner that may contribute to the injury of the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability. Equine activities are INHERENTLY DANGEROUS. I understand this is not a complete description of all risks and that other unknown or unforeseeable hazards and risks of harm may occur.

With this in mind, I accept full responsibility for my own safety and EXPRESSLY ASSUME ALL RISKS OF HARM, whether foreseen or unforeseen while participating in equestrian activities during the Western States Horse Expo held at the Murieta Equestrian Center. **I am physically fit and know of no medical or health reason why I should not participate in this activity.**

I hereby RELEASE and agree to DEFEND, INDEMNIFY AND HOLD HARMLESS NCDC, HORSE EXPO INC., MEC, Consumnes Corporation, their shareholders, officers, employees, agents, instructors, equipment manufacturers, lessors, and insurers (hereinafter collectively referred to as "Parties Released"), from and against any liability, demand, claim, or right of action for any damage or injury, including paralysis or death, to further COVENANT NOT TO SUE or make any demand or claim against NCDC, Horse Expo Inc., MEC or other Parties Released, for or by reason of any such damage or personal injury from my participation in equestrian activities at MEC. I will pay all fees, damages, and costs, including attorney fees that NCDC, Horse Expo Inc., MEC or other Parties Released may incur in the enforcement of this agreement.

A signed liability waiver is a condition to your participation in any event. Failure to sign will lead to your disqualification and removal from property. I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.

SIGNATURE

EMAIL ADDRESS

ADDRESS

CITY

STATE/ZIP

TELEPHONE NUMBER

CELLULAR TELEPHONE NUMBER

Guardian Representation:

If I am a PARENT or GUARDIAN of any minor person under 18 years of age participating in equestrian activities during Western States Horse Expo at MEC, I make these representations and agree to the terms of this Assumption of Risk and Waiver on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to DEFEND, INDEMNIFY AND HOLD HARMLESS NCDC, HORSE EXPO INC., MEC, Consumnes Corp., and other Parties Released from and against any demand, claim, right of action, or suit that may be brought on behalf of any such minor(s) arising from equestrian activities with Horse Expo Inc. at Murieta Equestrian Center. I will pay all fees, damages, and costs, including attorney fees that NCDC, Horse Expo Inc., MEC or other Parties Released may incur in the enforcement of this agreement. My child is physically fit and I know of no medical or health reason why they should not participate in this activity. I intend this agreement to bind me and my family, my assigns, estate, heirs, and personal representatives. This contract is servable and shall be interpreted and enforced under the laws of the State of California.

I have carefully read this document and fully understand its contents, which I adopt as completely integrated and exclusive statement of the entire terms of agreement.

PRINT FULL NAME OF MINOR CHILD

PRINT PARENT/GUARDIAN FULL NAME

MINOR CHILD DOB

ADDRESS

CITY

STATE/ZIP

PARENT/GUARDIAN SIGNATURE

DATE

EMERGENCY TELEPHONE NUMBERS