



WAIVER & RELEASE FORM FOR ALL HI-DESERT HORSEMEN'S ASSOCIATION ACTIVITIES

This is a Waiver of Your Legal Rights, and an Agreement NOT TO SUE for
Serious Injury of Death resulting from Riding or Being Near Horses

1. Participant's Name (print) _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: (_____) _____ HiDHA Member: _____ Yes: _____

2. **Liability Release:**

In Consideration for Hi-Desert Horsemen's Association aka (HiDHA) allowing me or my child to voluntarily participate in its activities, I agree as follows:

- a. This agreement, waiver and release applies to HiDHA, committees, management, predecessors, successors, attorneys, Insurers, members and volunteers who are working in the course and scope of their duties on behalf of HiDHA, including its affiliated Sponsors, at the time of occurrence of any act or omission which is later alleged to be cause or contribution to a claim for injury, damages or death (Release Parties).
- b. I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me, my minor children, my horse and my property, and any legal liability of every nature., including the negligent acts or omissions of any Released Parties, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of participation in the past. Present or future HiDHA activities (including equestrian activities, such as the riding, use of, or being near, horses, whether at an arena, trailer or on the show grounds with the association with HiDHA and I assume all risk or injury or death as set forth in the release.
- c. I shall not bring any lawsuit, action or proceeding against and Released Parties, even if they engage in negligent conduct, and
- d. I make the agreement, waiver and release for and on behalf of myself, my spouse, my child and/or ward, heirs, administrators, successors, representatives and assigns.

3. **Activity Risk:**

I understand that HiDHA activities take place at a rented facility located at Desert Rider's Arena. 3223 West Avenue N-3, Palmdale, CA and is owned and managed by others from whom such land or facilities are rented. I understand that the organizers, workers and members involved in HiDHA activities are not professionals in the horse industry, or in the planning of HiDHA horse shows, or in other areas involved in HiDHA activities. I also understand the horseback riding is a recreational sport activity. I am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my horse, which are always present in HiDHA activities, on or near horses. I understand that pregnant women are specifically advised not to ride horses. I understand the HiDHA is a non-profit organization of private individuals who have come together to support and enjoy equine recreational activities and shows.

4. **Nature of Horses:**

I understand the no horse is completely safe and the Released Parties make no representations or guarantees regarding the safety, training or suitability of any horse. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed, trip, slip, fall stop short, shift its weight, buck, rear, kick, bite, spook, or run from whatever it perceives as danger if it is frightened or provoked, or for no reason whatsoever.

5. Conditions of Nature & Locations:

I agree that the Released Parties are not responsible for acts, occurrences or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include thunder, lightning, rain, wind, wild or domestic animals, insects, other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land which is subject to constant change according to weather, temperature, natural and man-made objects. The Released Parties have not inspected, and made no representations or warranties concerning the safety or condition of, any arena, parking lot, building and/or other location of the Desert Riders Facility during a HiDHA Show.

6. Helmet Warning:

I am aware that protective head gear which meets or exceeds the quality standards of the SEI certified and ASTM standard F1163 equestrian helmet, should be purchased and worn by me and/or my child while riding and being near horses, and the wearing of such helmet may reduce the severity of some head injuries and may prevent my serious injury or death as a result of a fall or other occurrence. If I or my minor child do not wear a helmet, it is because we so choose. All youth/junior Hunt Seat riders are required to wear an approved helmet, with permanently attached chinstrap whenever mounted!

7. Photo Release:

I give HiDHA, its nominees, agent, and assigns, unlimited permission to copyright and use, publish, and republish for purposes of advertising, public relations, trade, or any other lawful use, information about me and reproduction of my likeness (photographic or otherwise) and my voice, whether or not related to any affiliation with HiDHA, with or without my name. I hereby waive any right that I and my child may have to inspect to approve the copy and/or finished product or products that may be used in connection therewith, or use to which it may be applied.

8. HiDHA Rules:

I have received, read and understand all the rules in the HiDHA rulebook. All rules, documents and Release & Liability are available on at www.hidha.net.

I HAVE READ UNDERSTOOD AND VOLUNTARILY AGREE TO THIS TWO-PAGE WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME OBTAIN MY CONSENT.

Dated: _____ Participant's Signature: _____

(Printed Name)

IF PARTICIPANT IS UNDER 18, SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO PARAGRAPH 2, ABOVE, TO RELEASE AND IMDEMNITY THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIM BY OR ON BEHALF OF SUCH MINOR:

Minor's Birthdate: _____

Dated: _____

Signature: _____

Relationship to Minor: _____

(Printed Name of Signor)

HiDHA Manager (Printed Name) _____

Description of Event Where Signed: _____