

## OPRC Activity and Rally Release and Waiver

The undersigned person ("Participant") has elected to participate in one or more equestrian activities ("Activity") offered under the auspices of the Old People's Riding Club, Inc. ("OPRC") and/or the \_\_\_\_\_ chapter of OPRC. Dates and locations of Activity shall be determined by OPRC and the terms of this Release shall extend to and include each and every such date and location. As consideration for OPRC's making the Activity available to Participant, Participant does hereby acknowledge, represent, warrant and agree that:

1. OPRC's acceptance of Participant to participate in an Activity does not constitute a determination by OPRC, its affiliates, employees or agents that the Activity is suitable, safe or otherwise appropriate for Participant, whether by reason of Participant's having attained any specific OPRC Rating Level or otherwise, and that OPRC makes no determination, evaluation, representation or warranty to any such effect; and
2. Participant understands the Activity, the jumps, courses, equestrian performances, competitions and activities (mounted and/or unmounted) constituting the Activity, and that any or all of them may be more difficult and/or different than those constituting the jumps, courses, equestrian performances, competitions and activities (mounted and/or unmounted) used in establishing, testing for and assigning or awarding any OPRC (or any other organization's) Rating Level; and
3. Participant understands that any activity involving horses, including the Activity, is inherently dangerous and Participant assumes the inherent risks involved therein (including, without limitation, the risk of injury or death to Participant and/or horses and damage and/or destruction to property); and
4. the decision to participate in the Activity, and any determination of Participant's ability to safely and competently participate therein, has been made solely and in the absolute discretion of Participant, and Participant accepts complete responsibility and liability for such decision and such participation; and
5. Participant has read and understands the current policies and regulations governing OPRC participation in activities sponsored or operated by it, and specifically the rules for the Activity, and agrees to abide by all policies and regulations as now in effect, and as amended and in effect from time to time hereinafter; and
6. Participant understands that Participant's failure to adhere to the OPRC code of conduct and/or policies and regulations, as determined in the sole and absolute discretion of OPRC and/or the sponsoring chapter, may result in Participant's dismissal from the Activity or other such action as deemed necessary or advisable by those governing any Activity; and
7. Participant's entry into this Activity constitutes his/her agreement, release, indemnification and waiver of rights, to be photographed, video-taped, or to otherwise have his/her image taken and preserved, with such photographs, video, and/or images to be published, disseminated, or broadcast in the sole discretion of OPRC; and
8. Participant, for his/her self and for his/her heirs, assigns, successors, and personal representatives, expressly and knowingly waives, releases, indemnifies, and agrees to hold harmless OPRC, its officers, members, chapters, and affiliated clubs, and the owners, lessors, and lessees of premises where any Activity takes place (which terms include their employees, volunteers, licensees and invitees), and the heirs, successors, assigns, and personal representatives of any of them, from and against any and all claims and causes of action whatsoever, including but not limited to court costs and reasonable attorney's fees, arising from or connected to Participant's participation in the Activity; and
9. Each time that Participant takes part in any Activity, Participant ratifies and confirms anew each and every point of this Release as if Participant had signed this Waiver for the first time immediately prior to engaging in the Activity, and that the passage of time shall in no way affect the enforceability and binding effect of this Release, and that notwithstanding the foregoing, Participant may be asked from time to time and at any time to sign a Release or other documents as a condition precedent to participation in an Activity.

Participant Name \_\_\_\_\_ Participant Signature \_\_\_\_\_

Participant Address \_\_\_\_\_ Date Signed \_\_\_\_\_

Ph: \_\_\_\_\_ Cell: \_\_\_\_\_ E Mail \_\_\_\_\_

## OPRC Equine Release and Warranty for Horse Owners

The undersigned ("Participant") hereby represents and warrants to the Old People's Riding Club, Inc. and/or the \_\_\_\_\_ chapter of the Old People's Riding Club (hereinafter, jointly, "OPRC") that:

1. The undersigned is the sole owner of all right, title and interest in the horse(s) known as \_\_\_\_\_ and \_\_\_\_\_ (horse's name(s)); and
2. Said horse(s) will be ridden and/or used by Participant in one or more equestrian activities offered under the auspices of OPRC and/or the above-named chapter ("Activity"); and
3. As to each Activity, and in particular as to the \_\_\_\_\_ (insert name of activity, if applicable), Participation in that Activity constitutes Participant's representation and warranty that on the date of the Activity, said horse(s) is/are in good health and condition, and is/are sound and fit for the Activity, and is/are up to date on all inoculations that are usual and customary in the region in which the Activity takes place, and that said horse(s) have a negative Coggins test dated less than one year from the date of the Activity, and that the said horse(s) is/are not known to be harboring any communicable disease; and
4. OPRC and/or the above-named chapter allows Participation in express reliance on the above representations and warranties, and Participant, for his/her self and for his/her heirs, assigns, successors, and personal representatives, expressly and knowingly waives, releases, indemnifies, and agrees to hold harmless OPRC, its officers, members, chapters, and affiliated clubs, and the owners, lessors, and lessees of premises where any Activity takes place (which terms include their employees, volunteers, licensees and invitees), and the heirs, successors, assigns, and personal representatives of any of them, from and against any and all claims and causes of action whatsoever, including but not limited to court costs and reasonable attorney's fees, arising from or connected to Participant's representations and warranties and participation in the Activity; and
5. If the Participant becomes incapacitated, the undersigned hereby authorizes OPRC and/or the above-named chapter, its agents and employees, in case of an emergency, or otherwise in the sole discretion of OPRC, and/or the above-named chapter its agents or employees, for immediate treatment and/or evaluation of such horse(s) by a licensed veterinarian during or in connection with the Activity, at the sole cost and expense of the undersigned.
6. Each time that Participant takes part in any Activity using the above-named horse(s), Participant ratifies and confirms anew each and every point of this Release and Warranty as if Participant had signed this Release for the first time immediately prior to engaging in the Activity, and that the passage of time shall in no way affect the enforceability and binding effect of this Release, and that notwithstanding the foregoing, Participant may be asked from time to time and at any time to sign a Release or other documents as a condition precedent to participation in an Activity.

Horse Owner Name (please print:) \_\_\_\_\_

Horse Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Cell: \_\_\_\_\_ E Mail \_\_\_\_\_

