

Please print clearly and fill in all blanks. Sign and date on last page. Do not separate keep all pages together

NBHA member # _____

NBHA ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

I [PRINT NAME HERE] _____ (hereinafter referred to as "Contestant", which term includes the parent or legally-appointed Guardian of Contestant, if the Contestant is a minor), am freely and voluntarily seeking to participate in a barrel racing event covered by the foregoing entry form (hereinafter referred to as "Event"). The Event is being produced and sponsored in whole or in part by MCC Events, L.L.C., d/b/a National Barrel Horse Association (hereinafter, together with its sponsors, managers, employees, property owners, officials, and affiliates and their respective directors, officers, members, employees, agents, volunteers, representatives, and designated officials of the National Barrel Horse Association, collectively referred to as "the Event Sponsor"). Contestant acknowledges that he or she has no property or other right to participate in the Event and that Contestant can participate in the Event only with the consent of the Event Sponsor.

In consideration of the Event Sponsor allowing Contestant to participate in the Event, Contestant agrees as follows:

1. *Inherent Risks of Equine Activities/Assumption of Risks.* Contestant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to:* (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other contestant to act in a negligent manner that may contribute to injury to the participant, Contestant, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may suffer an injury or lose its footing or balance resulting in a fall or other movement that causes injury or harm to the rider or other persons or animals in the vicinity. *Contestant is not relying on Event Sponsor to list all possible inherent risks or all risks of participating in the Event.*

2. *Waiver and Release of Liability.*

(a) With full knowledge and appreciation of these and other inherent risks of equine activities, Contestant freely and voluntarily assumes the risks of the equine activities involved in any aspect of the Event. In this connection, Contestant also voluntarily agrees to waive any and all rights to sue and hereby releases the Event Sponsor from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither Contestant nor Contestant's representatives shall make any claim against, maintain an action against, or recover from the Event Sponsor or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the Contestant or to the Contestant's horse or personal property (regardless of whether the Event Sponsor was negligent or somehow violated an applicable law pertaining to equine activities.)

(b) Contestant and Contestant's representatives also waive and release all other claims whatsoever against the Event Sponsor, whether in tort or contract, or whether arising under any state or federal statute, in any way connected with Contestant's registration to participate in an Event, participation in an Event, or membership in the NBHA. Contestant's exclusive remedy for any dispute with the Event Sponsor shall be as provided in Paragraph 4 hereof.

3. *Indemnification.* Contestant hereby agrees to indemnify and hold harmless the Event Sponsor from any liability, claim, loss, action or expenses asserted against or incurred by the Event Sponsor for damages arising out of the actions or inactions of the Contestant and Contestant's employees, agents, representatives, trainers, animals, independent contractors, or others acting on their behalf. The term "expenses" shall include, but not be limited to, attorney fees, court costs, investigation costs, and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision.

4. *Compliance with NBHA Rules.* Contestant understands and agrees that every entry at a recognized National Barrel Horse Association (hereinafter "NBHA") event, including the Event, shall constitute an agreement that the Contestant (including the horse owner, lessee, trainer, manager, agent, coach, rider, and the horse) shall be subject to the NBHA Constitution and Rule Book as well as the applicable rules of competition. Unless otherwise provided for in this Assumption of Risk, Waiver and Release of Liability agreement, any disputes between Contestant and the Event Sponsor in regard to the Event shall be governed by the NBHA Rule Book and Contestant's sole and complete remedy for any dispute is an appeal to a proper appellate body, committee, or such entities or bodies as identified for such disputes in the NBHA Rule Book.

5. *Use of Photographs or Videotapes.* Contestant hereby irrevocably grants full permission for the Event Sponsor, or others affiliated with and authorized by Event Sponsor, to use and publish any photographs, videotapes, or movies taken of Contestant at the Event, even if such use and publication is for commercial or promotional purposes.

6. *Particular States' Warnings, Disclosures, or Requirements.* Should the Event take place in any of the states listed below, Contestant acknowledges that he or she has read the provisions printed below applicable to that state.

7. *Governing Law / Disputes.* Georgia law applies to this Assumption of Risk, Waiver and Release of Liability, and Contestant agrees that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. Any legal disputes between the parties shall be brought and litigated in a court of proper jurisdiction located in or nearest to Richmond County, Georgia. Should Contestant (or others on behalf of Contestant) file a lawsuit in breach of this Assumption of Risk, Waiver, or Release of Liability, Contestant (or others on behalf of Contestant) agree to pay all attorney fees, court costs, and other costs incurred by Event Sponsor.

ALABAMA

WARNING

Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

ARIZONA

Contestant is aware of the inherent risks associated with equine activities and is willing and able to accept full responsibilities for his or her own safety and welfare. Contestant releases the Event Sponsor from liability unless Event Sponsor is grossly negligent or commits willful, wanton or intentional acts or omissions.

ARKANSAS

WARNING

Under Arkansas law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.

COLORADO

WARNING

Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

DELAWARE

WARNING

Under Delaware Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to 10 Delaware Code Section 8140.

FLORIDA WARNING

Under Florida law, an equine sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

GEORGIA

WARNING

Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

ILLINOIS

WARNING

Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

INDIANA

WARNING

Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

IOWA

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

Iowa Statement of Inherent Risks:

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may act unpredictably to conditions, including, but not limited to, a sudden movement; loud noise; an unfamiliar environment; or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

KANSAS

WARNING

Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity.

Kansas Statement of Inherent Risks:

Inherent risks of domestic animal activities include, but shall not be limited to: (continued on next page)

KANSAS (Continued)

- (1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
- (2) The unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
- (3) certain hazards such as surface and subsurface conditions;
- (4) collisions with other domestic animals or objects; and
- (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

KENTUCKY

WARNING

Under Kentucky law, a farm animal activity sponsor, farm animal professional or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

LOUISIANA

WARNING

Under Louisiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.1.1

MAINE

WARNING

UNDER MAINE LAW, AN EQUINE PROFESSIONAL HAS LIMITED LIABILITY FOR AN INJURY OR DEATH RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

MASSACHUSETTS

WARNING

Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

MICHIGAN

WARNING

Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

MISSOURI

WARNING

Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri.

MISSISSIPPI

WARNING:

Under Mississippi law, an equine activity or equine sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this act.

NEBRASKA WARNING

Under Nebraska law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this act.

NORTH CAROLINA

WARNING

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

OHIO

Ohio Statement of Inherent Risks:

INHERENT RISK OF AN EQUINE ACTIVITY" MEANS A DANGER OR CONDITION THAT IS AN INTEGRAL PART OF AN EQUINE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, ANY OF THE FOLLOWING:

- (a) THE 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, PERSONS, OR OTHER ANIMALS;
- (c) HAZARDS, INCLUDING, BUT NOT LIMITED TO, SURFACE OR SUBSURFACE CONDITIONS;
- (d) 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.

OREGON

In accordance with Oregon Revised Statutes 30.691, Contestant (or persons or entities affiliated with Contestant) further waive the right to bring an action against the Event Sponsor for any injury or death arising out of riding, training, grooming or riding as a passenger upon the equine.

RHODE ISLAND

WARNING

Under Rhode Island Law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

SOUTH CAROLINA

WARNING

Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

SOUTH DAKOTA

Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section 42-11-2.

TENNESSEE

WARNING

Under Tennessee Law, an equine professional is not liable for an injury to or death of a participant in equine activities from the inherent risks of equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.

TEXAS

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

VERMONT

WARNING

Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A § 1039.

VIRGINIA

Virginia Statement of Inherent Risks: Inherent risks of equine activities include, but are not limited to, the following: (i) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals; and (iii) hazards of surface or subsurface conditions.

WISCONSIN

NOTICE: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481(1)(e) of the Wisconsin Statutes.

WEST VIRGINIA

WEST VIRGINIA EQUESTRIAN ACTIVITIES RESPONSIBILITY ACT STATEMENT FOR HORSEMEN

I ACKNOWLEDGE AND AGREE THAT I WILL PERFORM THE DUTIES REQUIRED OF ALL HORSEMEN UNDER THE WEST VIRGINIA EQUINE ACTIVITIES RESPONSIBILITY ACT, W. VA. CODE § 20-4-1, ET SEQ., WHICH INCLUDE THE FOLLOWING:

- (1) Make reasonable and prudent efforts to determine the ability of a participant to safely engage in the equestrian activity, to determine the ability of the horse to behave safely with the participant, and to determine the ability of the participant to safely manage, care for and control the particular horse involved;
- (2) Make known to any participant any dangerous or any physical impairments or conditions related to a particular horse which is involved in the equestrian activity of which the horseman knows or through the exercise of due diligence could know;
- (3) Make known to any participant any dangerous condition as to land or facilities under the lawful possession or control of the horseman of which the horseman knows or through the exercise of due diligence could know, by advising the participant in writing or by conspicuously posting warning signs on the premises;
- (4) In providing equipment or tack to a participant, make reasonable and prudent efforts to inspect such equipment or tack to assure that it is in proper working condition and safe for use in the equestrian activity;
- (5) Prepare and present to each participant or prospective participant, for his or her inspection and signature, a statement which clearly and concisely explains the liability limitations, restrictions, and responsibilities set forth under the West Virginia Equine Activities Responsibility Act.

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,
I UNDERSTAND IT, AND I AGREE TO BE FULLY BOUND BY ITS TERMS**

Signature of Contestant

Date

Print Name of Contestant

Date of Birth [If Contestant is Under 18]

Signature of Parent or Legally-Appointed Guardian [If Contestant is Under 18] Date

Full Address of Contestant and Parent or Guardian Appointed by Law