

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the American Vaulting Association (“the AVA”) allowing me, the undersigned, to participate in any capacity (including as a vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in an AVA sanctioned or approved event or activity, including but not limited to clinics, practices, fests, competitions and/or related or incidental activities (“AVA Event” or “AVA Events”); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and or assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the “Agreement”):

A. **RULES AND REGULATIONS:** I hereby agree to be bound and abide by the rules, regulations, and policies of the AVA and on the website at www.americanvaulting.org, as amended from time to time.

B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian vaulting and know that equestrian vaulting (individually and as a pair/team), and related equestrian activities and/or gymnastic activities are inherently dangerous, including practicing on a barrel, doing acrobatic exercises (individually and as a pair/team), and that participation in any AVA Event(s) involves risks and dangers including, without limitation: the potential for serious bodily injury (including, without limitation, broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including to my horses & equipment), accidents arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the AVA and AVA Event organizers and or competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively, the “Risks”).

C. **EQUINE ACTIVITY LIABILITY ACT WARNING: CAUTION! EQUINE ACTIVITIES CAN BE DANGEROUS. PARTICIPATE AT YOUR OWN RISK.** Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

D. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the AVA Events, or the negligent acts or omissions, including but not limited to gross negligence, of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any AVA Events. I also agree to be responsible for any injury or damage caused by me, my horse, my volunteers, employees, vaulters, lungers, or contractors under my direction and control at any AVA Event.

E. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in any AVA event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the AVA, any AVA subordinate, AVA clubs, members, AVA regions, event participants (including athletes/vaulters, coaches, trainers, judges/officials, and other personnel), the event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any AVA Event; any beneficiary of an AVA event; the owners, managers, or lessors of any facilities or premises where a AVA Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs

and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the AVA Events, including claims for Liability caused in whole or in part by the negligent, gross or otherwise, acts or omissions of the Released Parties. I agree that I am not entitled to any refund of any money paid by me or on my behalf for my or my minor child's participation in any AVA Event(s) unless expressly specified otherwise.

F. **PHOTO RELEASE.** I give my permission the AVA to use my and/or my minor child's photo or image and/or videotaping and/or artwork for use in general information, promotional materials, YouTube, Facebook, and any other marketing activities or promotional materials as the AVA exclusively determines without limitation. All photos, videos, images, etc. loaded onto the AVA's website or posted on any AVA social platform become the sole property of the AVA for the AVA's use, distribution, benefit, and determination.

G. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

H. **VOLUNTARY AND KNOWING CONSENT. I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.** I expressly agree that the foregoing assumption of risk, release of claims and indemnity are intended to be as broad and inclusive as permitted by law and do hereby voluntarily and knowingly agree to the same. This agreement may be electronically signed, and any electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

PARTICIPANT (Signature): _____ **Date:** _____

PARTICIPANT (Print Name): _____ **DATE OF BIRTH:** _____

Participant Address: _____

IF PARTICIPANT IS A MINOR: By signing below, I, on my own behalf, and or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any AVA Event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

SIGNATURE OF GUARDIAN OR PARENT: _____ **Date:** _____

PRINT NAME OF GUARDIAN OR PARENT: _____

Address(if different): _____

Phone: _____ **Email:** _____