



## **ATTENTION**

**WHEN USING THIS ACTIVITY/RALLY RELEASE FORM,**

**YOU MUST INCLUDE THE WORDING OF YOUR**

**STATE EQUINE/FARM ANIMAL LIABILITY**

**STATUTE/LAW/WARNING IF YOUR STATE HAS ONE.**

**ATTACHED TO THIS FORM ARE THE EXISTING STATE**

**STATUTES/LAWS/WARNINGS.**



**COMPETITOR ACTIVITY/ RALLY RELEASE**

Name of Competitor \_\_\_\_\_

The undersigned competitor ("Competitor") and his/her parent(s) or legal guardian(s) ("Parent(s)"), have elected to participate, or in the case of Parent(s), permit the Competitor to participate, in the USPC, \_NYUC Regional Eventing Rally \_\_\_\_\_

to be held on \_\_\_\_ July 1 & 2, 2007 \_\_\_\_ at \_\_\_\_ Kent School, Kent, CT \_\_\_\_\_  
(dates) (location)

and hereby acknowledge, represent, warrant and agree that:

- (1) the acceptance of competitor as a participant in the Activity by the United States Pony Clubs, Inc. does not constitute a determination of any nature by the United States Pony Clubs, Inc., it's affiliates, employees and agents ("USPC") that the Activity is suitable, safe or otherwise appropriate, for Competitor, by reason of Competitor having attained any specific USPC Rating Level or otherwise, and that USPC makes no determinations, evaluation, representation or warranty to any such effect,
- (2) they understand the Activity and the jumps, courses and equestrian performances, competitions and activities (mounted or unmounted) constituting the Activity, any and all of which may, in fact, be more difficult and different than those constituting the jumps, courses and equestrian performances, competition and activities (mounted or un-mounted) used in establishing, testing for and assigning or awarding any USPC (or other organization's) Rating Level,
- (3) they understand that equestrian activities such as the Activity are inherently dangerous and that they accept the inherent risks involved therein (including, without limitation, the risk of injury, death and damage or destruction to or of horses and other property),
- (4) the decision to participate in the Activity, and any evaluation of the Competitor's ability to safely and competently participate therein, has been made at the sole and absolute discretion of the Competitor and Parent(s) and Competitor and Parent(s) accept complete responsibility for such decision and such participation,
- (5) Competitor and Parent(s) have read and understand the policies and regulations governing the United States Pony Clubs, Inc., participation in activities sponsored or operated by it, and specifically the rules of the Activity, and each agree to abide by such rules, as now in effect, and as amended and in effect from time to time hereafter,
- (6) Competitor and Parent(s) understand that failure to adhere to the code of conduct and/or policies and regulations may result in dismissal from the competition or other such action as deemed necessary by the officials of the competition.
- (7) Competitor's entry into this competition constitutes his/her release to photograph and/or videotape and publish and/or broadcast his/her involvement in this competition to USPC.
- (8) Competitor and Parent(s) each hereby release and agree to hold harmless USPC from and against any claims and causes or action, Competitor or Parent(s) (or their respective successors, representatives, heirs or assigns) may have as a result of Competitor's participation in above stated Activity.
- (9) participation in a USPC Activity/Rally is a privilege, not a right, and entry and/or participation may be refused at any time, with or without cause, for any reason, in the sole and absolute discretion of the Regional Supervisor/ Organizer, including but not limited to the determination that the entry and/or continued participation might obstruct the activity and/or reflect adversely on the USPC.
- (10) they expressly assume all risks of harm to competitor or competitor's mount, including harm resulting from negligence of the USPC or the USPC activity, and specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which competitor participates in a USPC activity. A true copy of the state statues in effect at the time of the execution of this agreement is included and incorporated herein.

\_\_\_\_\_  
 Signature of Competitor - if legal age of majority for the participant's state of residence or emancipated Date

\_\_\_\_\_  
 Signature of Parent (only one needed) Date Signature of 2nd Parent (Optional) Date

**EQUINE RELEASE** The undersigned hereby represents and warrants to USPC that (1) the undersigned is sole owner of the horse whose name appears below on this document; (2) that said horse is to be ridden and used by Competitor in the Activity; and that said horse is in good health and condition, and is sound and fit for participation in the Activity. The undersigned hereby gives permission to USPC, its agents and employees, in case of an emergency, or otherwise in the discretion of USPC, its agents or employees, for immediate treatment of such horse by a licensed veterinarian during or in connection with the Activity.

\_\_\_\_\_  
 Signature of Horse Owner Date Name of Horse – (Be sure it matches Coggins) Age Sex

\_\_\_\_\_  
 Print Name Date Phone

Over

# COMPETITOR INFORMATION FORM – ACTIVITY/RALLY

Please Print Clearly

**IMPORTANT:** Fill in the details for your specific discipline

Name of Participant/Competitor: \_\_\_\_\_ Phone: \_\_\_\_\_

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

DOB: \_\_\_\_\_ Age on 1/1/: \_\_\_\_\_ Rating: \_\_\_\_\_ Email: \_\_\_\_\_

Parent(s): Cell Phone#: (\_\_\_\_\_) \_\_\_\_\_

Region: \_\_\_\_\_

Breed of Horse/Pony: \_\_\_\_\_ Name of Pony Club: \_\_\_\_\_

Eventing: Novice \_\_\_\_\_ Training \_\_\_\_\_ Preliminary \_\_\_\_\_ Other \_\_\_\_\_

Games: Junior \_\_\_\_\_ Senior \_\_\_\_\_ Advanced \_\_\_\_\_ Other \_\_\_\_\_

Riders weight: \_\_\_\_\_ Pony's Height in Hands: \_\_\_\_\_ H. Team Pinnie: \_\_\_\_\_

Polocrosse: Intermediate/Horse \_\_\_\_\_ Intermediate/Pony \_\_\_\_\_ Advanced \_\_\_\_\_ Novice \_\_\_\_\_ Team shirt/position number: \_\_\_\_\_

Tetrathlon: Division \_\_\_\_\_ Best swim time (meters/yards) \_\_\_\_\_ Are you willing to share your mount? \_\_\_\_\_

Dressage: Level \_\_\_\_\_ Musical Kur Level: \_\_\_\_\_ Pas de Deux Level: \_\_\_\_\_ Partner: \_\_\_\_\_

Quadrille Level: \_\_\_\_\_ Partners \_\_\_\_\_

Show Jumping: Regular H2 \_\_\_\_\_ H3 \_\_\_\_\_ H4 \_\_\_\_\_

Modified LP \_\_\_\_\_ H1 \_\_\_\_\_ Other \_\_\_\_\_

Quiz: Jr. D \_\_\_\_\_ Sr. D \_\_\_\_\_ **NOTE: Chaperones must read and bring copy of current Rule Book**  
Jr. C \_\_\_\_\_ Sr. C \_\_\_\_\_ B/H/H-A \_\_\_\_\_

The above information is correct for \_\_\_\_\_ Activity/Rally .

Signature of Pony Club Member

Date

I/We, the parent(s) of \_\_\_\_\_ have reviewed the above information and we agree to allow our child to compete in the discipline and at the level as so noted above in the United States Pony Club Activity/Rally .

Parent/Guardian Signature (Only 1 signature required) Date

Parent/Guardian Signature Date

## CODE OF CONDUCT

USPC is proud of it's reputation for good sportsmanship, horsemanship, teamwork and well-behaved members. The USPC and the organizers and officials of USPC Activities/Rallies expect appropriate behavior from all competitors, parent(s) and others participating in any USPC Activity/Rally.

Inappropriate behavior is, but not limited to:

- Possession, use, or distribution of any illegal drugs or alcohol
- Assault
- Profanity, vulgar language or gestures
- Harassment – using words or actions that intimidate, threaten or persecute others
- Cheating
- Abusing a horse

Any USPC member or parent not conforming to the Code of Conduct is subject to the following action:

1. The Officials of the competition may immediately suspend or expel an individual from the competition upon consulting with the Ground Jury. I have read and agree to abide by the above Code of Conduct and the Rules of the Activity in which I am participating for Activity/Rally 2007.

Competitors Signature

Date

AND

Parent/Guardian Signature (only one required)

Date

## 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

**WARNING:** 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, 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:

- (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 or 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.

## 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 chapter.

## 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 [Sections 25-21, 249 to 25-21, 253]

## 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) *A 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), as a condition of participation in The Event, further waives the right to bring an action against the Event Sponsor (as defined in the Assumption of Risk, Waiver, or Release of Liability) for any injury or death arising out of riding, training,

**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**

**WARNING:** 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 the 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.

**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 traits or characteristics 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 and 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 upon 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 Equestrian Activities Responsibility Act.

**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 Statute grooming or riding as a passenger upon the equine.