

**UNITED STATES EQUESTRIAN TEAM FOUNDATION, INC.
RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT**

The undersigned, as a Participant/Spectator/Visitor/Auditor/Volunteer/Contractor (collectively "Participant"), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor also "Participant"), for good and valuable consideration, agrees to the following terms of this United States Equestrian Team Foundation, Inc. ("USETF") Release, Waiver, Hold Harmless, Defend and Indemnification Agreement ("Release"):

1. Assumption of Risk and Waiver: Participant understands and accepts the risks of engaging in Equine Activities (defined below), while mounted or unmounted, as well as merely being near a horse or pony (collectively "equine"), including: (i) The propensity of an equine animal to behave in ways that result in injury, harm, or death to nearby persons (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (ii) The unpredictability of an equine animal's reaction to such phenomena as sounds (ex.: machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, music, etc.), sudden movement, and unfamiliar objects (ex.: jumps, poles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, barrels, etc.), persons, or other animals (leashed or unleashed dogs, wildlife, other equines, etc.); (iii) Certain natural hazards, such as surface or subsurface ground conditions (ex.: ground holes, uneven terrain, slippery or deep footing, conditions of trails and riding rings, construction material, etc.); (iv) Collisions with other equine animals or with objects; and (v) The potential of a participant to act in a negligent manner that may contribute to injury to the Participant or others, including but not limited to failing to maintain control over the equine animal or not acting within the Participant's ability. Participant agrees that engaging in equine activities under this Release includes, but is in no way limited to, those defined in the New Jersey Equine Activity Liability Statute, NJ ST 5:15-1 *et seq.*, as well as riding another's equine, petting, leading, mounting, feeding, watching, transporting, visiting, and otherwise interacting with or merely being in the vicinity of equines (collectively "Equine Activities"). Participant understands the injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Release are just a sampling and Participant is not relying on Released Parties (defined below) to list all possible equine-related risks. Participant understands and agrees that USETF's rules require the wearing of an ASTM /SEI-certified equestrian hard hat ("Helmet") for anyone mounted on an equine. Participant is not relying on Released Parties (defined below) to provide him/her with a Helmet, check his/her Helmet or its harness strap for proper fitting, or monitor his/her wearing of a Helmet at any time now or in the future, and in the event Released Parties provide Participant with a Helmet, Released Parties make no guarantees, representations, or warranties whatsoever including, but not limited to, proper size, fit, condition, or level or degree of protection. Participant agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for Participant's personal safety, to purchase and maintain Participant's own health and liability insurance, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, riding an equine owned by Participant or someone else, whether on or off the property where the horse is stabled and/or transported to, being near an equine, or merely being present on real property where equines are present, regardless of whether Participant's presence on such real property is related to equines or Equine Activities. The following shall be included as Released Parties under this Release: USETF, Hamilton Farm Golf Club, the United States Olympic Committee, and each of their respective, officers, directors, agents, representatives, affiliate companies, family, heirs, assigns, trustees, beneficiaries, employees, working students, volunteers, independent contractors, guests, visitors, invitees, lessors, lessees, licensors, licensees, and/or others acting on their behalf (collectively "Released Parties").

2. Release/Hold Harmless/Defend/Indemnify: Participant agrees to release, hold harmless, defend, and indemnify Released Parties for any illness, injury, death, damage, or other loss (collectively "Loss") incurred by Participant or to Participant's property even if such Loss is caused in whole or in part by negligence or other fault of Released Parties (except USETF's negligent disregard for Participant's safety which causes the injury, or intentional injuries to Participant by USETF).

3. Governing Law/Incident Report/Jury Waiver: This Release shall be construed and enforced in accordance with the laws of the State of New Jersey and all disputes relating to the interpretation and enforcement of this Release shall be resolved exclusively in Somerset County, New Jersey. **Participant agrees that any and all claims or suit for Loss by Participant against the Released Parties requires an incident report including Participant's name and address, a brief description of the accident or incident, the location of the accident or incident, the alleged cause of the accident or incident, the names of any other persons involved in the accident or incident and witnesses, if any, must be delivered to USETF within 180 days of the accident or incident giving rise to the claim or suit or the claim or suit is barred.** Participant agrees to waive trial by jury in any claim or suit against Released Parties and any claim or suit for personal property Loss is limited to \$500.00.

4. Severability/Modification/Expiration: If any provision of this Release shall be determined to be invalid or unenforceable to any extent, neither the remainder of this Release nor the application of such provision to any other person or circumstance shall be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law. This Release can only be modified in writing signed by Participant and an authorized representative of USETF. Participant agrees that this Release does not expire.

5. Participant Certification: Participant certifies that he/she has read this entire Release and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, Participant's parents, spouse, family members, heirs, agents, trustees, beneficiaries, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein, certifies that Participant signs this Release voluntarily, understands that the signing of this Release is required for Participant to participate in Equine Activities, knows that Participant has other horse riding facilities elsewhere to choose from, and understands, agrees, and intends to be bound by all of the terms and conditions contained herein.

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L. 1997, c.287 (C.5:15-1 et seq).

Date: _____ Signature: _____ Address: _____
Participant signing on my own behalf, and, if applicable, on behalf of my minor child as a participant _____

Printed Name: _____ Phone/E-Mail: _____

Emergency Contact Name and Phone: _____

Minor Participant's Name and Date of Birth: _____