

Broken Arrow Round-Up Club

Liability Release Agreement

PLEASE READ CAREFULLY BEFORE SIGNING

- A. **Voluntary Agreement**-I, the following listed individual, and the parent or legal guardian thereof if a minor child, do hereby voluntarily request and agree to participate in horse related activities at this facility, event, or show. I know there is no particular necessity for my participation, or my child's participation if a minor, in the horse related activities. The persons and facilities being released by this agreement have no unusual control over me or my child. Indeed, I and my child do not have to participate.
- B. **Agreement Scope** This agreement shall be legally binding upon me, the participant, parents and legal guardians thereof if a minor child, my heirs, estate, assigns, including all minor children, and personal representatives; and this agreement shall be interpreted according to the laws of the State of Oklahoma. Any disputes shall be litigated in, and venue shall be proper in the county in which this facility is located in the State of Oklahoma.
- C. **Definitions** "Horseback riding" and "Horse activities" shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. "Horse" shall refer to all equine species. "Rider" and "Participant" shall refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "Me", "My" shall refer herein to the following listed individual and parents or legal guardians thereof if a minor child.
- D. **Horses Activity Risks** I UNDERSTAND THAT: Horseback riding is classified as a dangerous sporting activity and that there are unlimited obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe and may result in death to me or my child. The risks in horseback riding include, but are not limited to: the propensity of the horse to behave in ways that may result in injury or death; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions, whether known or unknown by the Broken Arrow Round-Up Club, sponsor, landowner or facility owner or their agents; collisions with other horses or objects; the potential of another participant or other person to act in a negligent manner that may contribute to the injury of me or my child; inability of become dislodged or move in ways that may result in injury or death. If a participant falls from the horse it will generally be at a distance of 3 ½ to 5 ½ feet, and the impact may result in serious injury to the participant. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will, shifting its weight from side to side, bucking, rearing, kicking, biting, running from danger or intentionally injuring its rider or participant. No riding horse is a completely safe horse; whether it is a schooling horse, my horse, or some other person's horse.
- E. **Rider Responsibility** I UNDERSTAND THAT: Upon mounting a horse, the rider is in primary control of the horse, and that the Broken Arrow Round-Up Club or its agents is not responsible for the results of the rider's actions/inactions, or for the action of the horse or faulty equipment. The rider's safety depends wholly upon his/her ability to remain balanced aboard the horse. I agree that I am responsible for my own and my child's own safety, including that of an unborn child, if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. I understand that I am not to ride if I am pregnant, unless I have a release from my physician.
- F. **Inspection of Premises** I UNDERSTAND THAT: THIS FACILITY, BROKEN ARROW ROUND-UP CLUB OR ITS AGENTS is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are, but not limited to: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on the arena, groomed or un-groomed native land which is subject to constant change in condition according to weather, temperature, horse activities, and natural and man-made change in landscape. The rider and parents or legal guardian have inspected the premises and facilities and are satisfied that all conditions are safe for rider's intended purpose, usage, and presence.
- G. **Accidental/Medical Insurance** I AGREE THAT: Should emergency or other medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.
- H. **Oklahoma Law** I AGREE THAT: Oklahoma has limited liability law that allows me to extend any waiver of liability which that law may grant. I understand I am giving up certain rights under that law by signing this agreement and that by signing this agreement I am extending the waiver of liability provisions of that law.
- I. **Liability Release** I UNDERSTAND AND AGREE THAT: In consideration of Broken Arrow Round-Up Club, its agents or event sponsor allowing my or my child's participation in this inherently dangerous activity, I, the undersigned rider, participant, or the parent or guardian thereof if a minor, agree to hold harmless, release and indemnify THE BROKEN ARROW ROUND-UP CLUB, ITS AGENTS, OR SPONSORS, FACILITY OWNER AND OPERATORS, EVENT MANAGEMENT, AGENTS, EMPLOYEES, VOLUNTEERS, OFFICERS, MEMBERS, AFFILIATED ORGANIZATIONS, GUESTS, and their heirs, executors, successors, assigns and insurers from legal liability, loss, damage or injury due to the ordinary negligence of Broken Arrow Round-Up Club, its agents, or sponsors as stated in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of this facility while horseback riding, handling, or otherwise being near a horse whether such injury or loss resulted, directly or indirectly, from the negligent acts or omissions of the Broken Arrow Round-Up, its agents, or sponsors as stated in this clause.

SIGNOR STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THIS AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT I/WE ARE GIVING UP CERTAIN RIGHTS AND THAT I HAVE SIGNED IT VOLUNTARILY WITHOUT ANY INDUCEMENT AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY. THIS AGREEMENT IS VALID FOR ONE YEAR AND MUST BE SIGNED ANNUALLY BEFORE I/WE MAY COMPETE.

Print Rider/Participant Name

Date

Print Rider/Participant Name

Date

Print Rider/Participant Name

Date

Print Rider/Participant Name

Date

Print Rider/Participant Name

Date

Signature of Parent, Guardian or Spouse #1

Date

Signature of Parent, Guardian or Spouse #2

Date