



RIVER VALLEY PONY CLUB

FALL HUNTER PACE

Benefiting Therapeutic Riding of Tryon

November 19, 2017 (Rain Date November 26) 9AM - 2PM

Location: Collinsville Meadows; Scenic CETA trail system.

Directions: From I-26 Exit 1 turn east (away from Landrum), travel on Rt. 128 (Landrum Road) for 1.9 miles to Collinsville Road. Take a right on Collinsville and go 3 miles to the event on the left side of the road.

Entry Fee: \$40; 18 and under and Pony Club members: \$25

Divisions: Field Hunter and Trail Riders. You must select your division at registration to earn competitive rating. Age 12 and under must ride with an adult. Limit 3 riders per team.

Awards: Ribbons for 1st through 6th places in both divisions. Points toward WCH pace series are awarded.

Entry Forms / Waivers: All riders must sign forms. Parent or Guardian must sign releases for youth under 18.

HELMET AND CURRENT COGGINS REQUIRED

Lunch: 11AM-2PM: Pasta / marinara and salad (late riders need to bring lunch). Lunch is free for paying riders and \$8 for others. Vegetarian and gluten free are available.

Questions? Call Carla Fullam at (828)-606-3913

→ Guest Waiver: Complete and return this form to CETA when applicable

RELEASE, WAIVER and INDEMNIFICATION AGREEMENT

NOTICE of APPLICABLE STATUTES

You participate at your own risk. Read this carefully!

Horseback riding, carriage driving, cross country recreational trail riding, competition and other equine activities, mounted, un-mounted, in preparation to participate, or as a spectator ("Equine Activities") are EXTREMELY dangerous. It is my/my child's choice to participate in Equine Activities for personal benefit. In this Agreement, I/my child accept all of these risks, and agree to release and indemnify any Protected Party from any and all liability for accident or injury, including death, while participating in Equine Activities.

In exchange for permission to participate in Equine Activities and to use private property ("Property") while engaging in Equine Activities for personal benefit and enjoyment, I/my child acknowledge and agree that:

1. EQUINE ACTIVITIES ARE DANGEROUS. Equine Activities involve substantial inherent and other risks, including, without limitation, (i) the possibility of an equine behaving in dangerous ways which may result in injury, harm, or death to persons on or around them. (ii) the unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, persons or other animals (including the activities of Landowners), (iii) hazards of surface or subsurface, trail, trail-side, and adjoining area conditions, (iv) negligent conduct of other riders or uncontrolled horses and (v) unsecured, dilapidated or unsafe jumps or obstacles due to natural conditions or neglect. *I/my child understand and assume all risks involved in Equine Activities.*

2. PROTECTED PARTIES ARE NOT RESPONSIBLE. CETA, its officers and any Landowner or Lessee of Property (including their boards, officers, employees, agents and volunteers) (the "Protected Party/Parties") shall **not** be responsible or legally liable for my/my child's presence on the Property or participation in Equine Activities. *I/my child release and hold harmless any Protected Party for, and indemnify them against, any and all loss, damage or injury, including death, from any cause, including the negligence of any Protected Party.*

3. LANDOWNERS ARE NOT RESPONSIBLE. I have paid no charge or fee to any Landowner for my/our recreational use of the Property. Any dues or fees paid to non-landowners are for benefits or services provided or event entrance fees.

4. PARENTS RESPONSIBLE FOR CHILDREN: The Property, including any obstacles intended for jumping, is **not** an attractive nuisance and I am solely responsible for supervising my child's Equine Activities. *I will not permit my minor child to participate in Equine Activities without such supervision, instruction and experience, as I deem necessary for his/her safe participation.*

5. MEMBERS LIABLE FOR GUESTS: I understand and agree that I assume all liability for any guest that I bring onto CETA trails. I agree to have all guests sign a current CETA liability waiver, and that in the case of minor children, I will have ALL legal guardians sign liability waivers for them. I further agree to indemnify and hold harmless CETA, its officers and landowners for any claims, damage or injury, including death, that arise as a result of my bringing guests onto CETA trails, whether such damage, injury or death shall be to my guest or their property, myself or my property, or any third party or their property.

6. MULTIPLE PROPERTY AND HAZARDOUS CONDITIONS: Many other people may be using the Property for a variety of purposes. Horses and other livestock, wild animals, other riders, hikers, bikers, resident or roaming dogs, children, hunters, persons using power equipment, machinery and vehicles, trespassers and many other potential users and hazards are likely to be encountered on multi-use Property and may cause accidents, injury, death, loss or damage while on the Property whether or not engaged in Equine Activities. Property conditions change constantly due to hazards caused by water, waterways, soil and subsurface conditions, trees, vegetation, animals and other natural or man-made causes, including neglect or negligent maintenance. The Property may be in remote locations difficult to find or inaccessible to emergency responders and may not have available cellular telephone service. *I/my child accept and assume all risk of natural or man-made hazards or dangerous conditions while on the Property, release Protected Parties from such risks whether or not related to Equine Activity, and agree that no Protected Party is responsible for emergency assistance.*

7. SKILL, EXPERIENCE AND PHYSICAL ABILITY AND INSURANCE: Equine Activities require skill and experience. Different horses are suitable for different levels of riders and for participation in different Equine Activities. I understand the Protected Parties do not provide medical or hospitalization insurance. *I/my child assume the risk of accident, injury, death, loss or damage resulting from rider inexperience and failure to control any horse. I certify that I/my child have no physical conditions or limitations which would prevent safe participation in Equine Activities. I/my child understand that the above-described risks are foreseeable, and agree to release and hold harmless Protected Parties even if they have actual knowledge of such risks and their acts or omissions are negligent. I hereby consent, direct and authorize CETA, CETA landowners, and CETA officers to engage any emergency medical or veterinary care, including transportation, required for me/my child or horse(s), and hereby release and indemnify CETA, its officers and landowners, and assume all associated risks and agree to pay all associated costs.*

8. SAFETY HELMETS AND EQUIPMENT: I/my child understand that wearing proper headgear as protection from serious head injury is a mandatory condition for riding on CETA trails and take full responsibility for compliance with this rule. I/my child further understand(s) that all Protected Parties strongly recommend wearing a helmet that meets the standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet while mounted and/or while working with a horse.

NOTICE OF LAWS LIMITING LIABILITY AND STATUTORY WARNINGS:

In addition to the release, waiver and indemnity provisions of this Agreement, I understand and agree that I/my child have been advised that the duty of care owed by a Landowner and I/my child's ability to recover damages from any Protected Party, are affected by the applicable State and Federal laws, and that the Protected Parties are relying on the limitation of liability provided by these statutes and this Agreement as a condition for use of the Property and participation in Equine Activities. For property in North Carolina, a Landowner's duty of care is generally limited to that owed to a trespasser (NC Statutes, Section 38A-4).

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.

I/MY CHILD PARTICIPATES IN EQUINE ACTIVITIES FOR PERSONAL BENEFIT AND ENJOYMENT, AND AGREE TO COMPLY WITH ALL RULES OF PARTICIPATION AND PROPERTY USE OF CETA AND OF ALL "PROTECTED PARTIES" AND VENUES. I/MY CHILD HEREBY RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS ANY PROTECTED PARTY FROM ANY LIABILITY FOR ANY ACCIDENT, INJURY, LOSS OR DAMAGE, INCLUDING DEATH, RESULTING FROM EQUINE ACTIVITIES, USE OF THE PROPERTY, AND/OR NEGLIGENCE BY ANY PROTECTED PARTY. FAILURE TO COMPLY WITH OBLIGATIONS HEREUNDER WILL REVOKE PERMISSION TO USE THE PROPERTY IT IS MY INTENTION FOR MY/MY CHILD'S HEIRS, EXECUTORS, ADMINISTRATORS OR OTHER REPRESENTATIVES, THAT EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, I/MY CHILD WILL NOT BRING ANY CLAIM, CAUSE OF ACTION, AND/OR LIABILITY SUIT AGAINST, AND WILL RELEASE, HOLD HARMLESS, AND INDEMNIFY ANY PROTECTED PARTY FROM AND AGAINST, ANY LOSS, COST OR DAMAGE RESULTING FROM ANY INJURY WHICH WE MAY SUFFER ON THE PROPERTY OR PARTICIPATING IN EQUINE ACTIVITIES.

IN ADDITION I/MY CHILD AGREE TO REIMBURSE AND INDEMNIFY THE PROTECTED PARTIES FROM ANY DAMAGES RESULTING FROM OUR NEGLIGENCE OR FAILURE TO COMPLY WITH THIS AGREEMENT, INCLUDING SUBROGATION OR OTHER ACTIONS BY THIRD PARTIES. THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING ALL EQUINE ACTIVITIES AND/OR USE OF THE PROPERTY.

I hereby state that I am of lawful age to sign this agreement, or that all parents or guardians of any minor child have signed, and understand that each and every one of the terms are contractual and not a mere recital, and that this document is signed by my own free act. This Agreement shall remain in full force and effect and shall not expire nor require annual renewal.

I HAVE READ AND UNDERSTAND THIS AGREEMENT.

I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING ALL RISK OF LOSS OR INJURY.

Print Name _____ Signature _____ Date: _____

Print Name _____ Signature _____ Date _____

Name(s) of Minors _____ Signature of ALL Guardians _____ Date _____

Landowner/host name _____

UNITED STATES PONY CLUBS, INC.
**GENERAL ACTIVITY RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
FOR USPC NON-MEMBERS**

This document waives important legal rights. Read it carefully before signing.

I **AGREE** for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in this United States Pony Clubs, Inc. (USPC) activity to the following:

I **AGREE** that I choose to participate voluntarily in an USPC activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and USPC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- ◆ The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- ◆ The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- ◆ Hazards, including, but not limited to, surface or subsurface conditions;
- ◆ A collision with another equine, another animal, a person, or an object;
- ◆ 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.

I **AGREE** to release the USPC, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the USPC or the USPC activity.

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the 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 I or my child participates in a USPC activity. A true copy for all state statutes in effect at the time of the execution of this agreement is attached hereto and incorporated herein by reference as if set out fully in the text of this document.**

I **AGREE** to indemnify (that is, to pay any losses, damages, or costs incurred by) the USPC and the USPC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the USPC activity.

I **AGREE** that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against the USPC, its successors or assigns, for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor any one claiming through me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming through me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at the USPC activity.

I **AGREE** this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

I **AGREE** that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this form is signed by the parent/guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child.

By signing below, I **AGREE** to be bound by all applicable USPC rules and all terms and provisions of the USPC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to the USPC that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

REQUIRED — all signatures must be originals, not photocopies.

Original Signature of Participant	Date	and	Original Signature of Parent(s) or Legal Guardian(s)	Date
<i>Unless participant is over the age of majority, i.e., dependent upon state law.</i>				

STATE EQUINE LIABILITY WARNINGS

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

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. **AL Statue 6-5-337**

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. **AZ Statute 12-553**

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. **AR Statute 16-120-201**

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.**

CONNECTICUT

WARNING: Under Connecticut State Law, a person engaged in recreational equestrian activities shall assume the risk and legal responsibility of any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by negligence of the person providing the horse or horses to the individual engaged in the recreational equestrian activities or the failure to warn against a dangerous condition, use, structure or activity by the person providing the horses or his agents or employees. **P.A. No. 93-286**

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 **Title 10. Ch 81 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. **FL Law 93-169 Section 773.01**

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. GA 62-2701**

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. **IL Statue Pubic Act 111-SB 240**

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. **ID Statue 34-4-44-1**

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 STATUE H.F. 132 (673)**

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. **ALS 290-2222**

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. **K.R.S 247.401-247.4029**

LOUISIANA

WARNING: Under Louisiana 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, pursuant to **R.S. 9:2795.3.**

MAINE

WARNING: UNDER MAINE LAW, AN EQUINE PROFESSIONAL HAS LIMITED LIABILITY FOR AN INJURY OR DEATH RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. **ME State Tile 7-4101**

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. **House Bill 5006**

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. **M.R.S. 537.325**

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. **Miss. Law 443-H.B. 96**

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]. **NE Statue LB 153**

NEW HAMPSHIRE

WARNING: Under New Hampshire law, a participant in equine activities assumes the risk of any injury, harm, damage, or death and any legal responsibility that may occur to participant resulting from the inherent risks associated with equine activities. **Pursuant to R.S.A 508:19,** equine professionals are not liable for damages resulting from the inherent risks of equine activities.

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. NC Law HB 176**

OHIO

Ohio Statement of Inherent Risks:

Except as provided in division (B)(2) of this section and subject to division (C) of this section, an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity. Except as provided in division (B)(2) of this section and subject to division (C) of this section, an equine activity participant or the personal representative of an equine activity participant does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, a veterinarian, a farrier, or another person for harm that the equine activity participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity. **O.R.S 2305.321**

STATE EQUINE LIABILITY WARNINGS

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

OKLAHOMA

Except as provided in subsection B, a livestock activity sponsor, a participant or a livestock professional acting in good faith and pursuant to the standards of the livestock industry shall not be liable for injuries to any person engaged in livestock activities when such injuries result from the inherent risks of livestock activities.

Oklahoma Statutes as Section 50.3 of Title 76

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, grooming or riding as a passenger upon the equine. **ORS 30.687**

PENNSYLVANIA

WARNING: Under Pennsylvania law an equine professional and equine activity sponsor is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities. **SB 618**

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. **RI Laws Ch. 21 @ 4-21-1**

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 20-101**

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. **Sec. 87.005**

UTAH

Pursuant to the Utah Equine Activity **Liability Act, § 78-27b-101, et. seq.**, it shall be presumed that participants in equine or livestock activities are aware of and understand that there are inherent risks associated with these activities. An equine activity sponsor, equine professional, livestock activity sponsor, or livestock professional is not liable for an injury to or the death of a participant due to the inherent risks associated with these activities. "Inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include:

The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; collisions with other animals or objects; 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 animal or not acting within his or her ability.

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

Notice of Intrinsic Dangers of Equine Activities pursuant to Code of **Virginia § 3.1-796.130c:** "Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) the propensity of equine to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

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 equine 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.