



## **IHSA SCHOOLING RIDER WAIVER**

### **FOR ALL Non-IHSA Member SCHOOLING RIDERS**

(Regardless of age)

***Valid for one academic calendar year and kept on file for one academic year***

For purposes of this Release & Waiver, the "IHSA" is defined as the Intercollegiate Horse Shows Association, the stables, owners, persons or other entities providing facilities, horses or equipment for any IHSA affiliated, sanctioned or sponsored show or event, the IHSA Host Team, the facility, location and owner, manager, operator and lessee of the facility where any IHSA affiliated, sanctioned or sponsored show or event is held, IHSA Members, IHSA Coaches, IHSA Teams, all educational institutions sponsoring or lending its name to an IHSA Team or IHSA event, all other competitors, participants, spectators, exhibitors and riders in or at an IHSA event or show, all other persons directly or indirectly associated with IHSA, and the respective executors, administrators, agents, officers, directors, staff, employees, trustees, members, shareholders, owners, representatives, heirs, successors and assigns of each of the above named persons and entities. The "Rider" shall mean the undersigned person and their executors, administrators, attorneys, agents, representatives, heirs, and assigns.

The Rider AND/OR the rider's parent or guardian (if the rider is under age 18) certifies, acknowledges, fully and unconditionally agrees to release, waive and hold IHSA harmless from any injury, harm or even death resulting from all inherent risks and intrinsic dangers of horseback riding or being around horses in general. The Rider further attests and swears that she/he has been carefully and explicitly educated on the unpredictable behavior of horses and dangerous nature of horseback riding and being in close contact with horses in general. The Rider also attests and swears that she/he is fully aware that there exists valid and enforceable equine activity limiting liability statutes in most states where IHSA competes ["Laws"]. These Laws limit the liability for those who provide access to horses and horse related activities. Each of those Laws is incorporated herein by reference. In the event that no such Laws exist, the Rider has been informed of the legal doctrine known as "assumption of the risk", which means that a person involved or participating in a dangerous activity fully agrees to take full responsibility for any injury, harm, or even death resulting from a danger or risk that is normal, reasonably anticipated, natural, built-in, intrinsic to or inherent in an equine activity. The Rider agrees that she/he knowingly assumes all risks associated with IHSA events, shows, training, horse schooling, travel, and related activities ["IHSA Events"].

The Rider fully and completely understands and comprehends that were it not for this full agreement to release, waive and hold IHSA harmless from injuries, harm, or even death resulting from the inherent

risks and intrinsic dangers associated with the IHSA Events, the IHSA would not provide these services, shows and events and IHSA would not sanction or sponsor competitions. The Rider fully and unconditionally agrees to release, waive and assume the inherent risks and intrinsic dangers associated with the IHSA Events, including, but not limited to, the following: 1) The propensity of a horse to behave in ways that may result in injury, harm or death to persons on or around them (the powerful and potentially dangerous and destructive ways in which these large animals can behave include, but are not limited to, bucking, shying, kicking, running, biting, stumbling, rearing, falling and stepping on any person on or near the horse), 2) The unpredictability of the animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals, 3) The unpredictable or erratic actions by other horses or persons relating to equine behavior, 4) Certain hazards such as surface and subsurface conditions, 5) Collisions with other animals, objects, or persons, 6) The potential for the rider participants and others at IHSA Events to act in a negligent manner that may contribute to injury to the rider or others, such as failing to maintain control over the animal or not acting within his or her riding ability, and 7) Other unforeseeable or unpreventable accidents or events associated with or a result of horseback riding or being around horses in general. Important: The Rider AND/OR the rider's parent/ guardian fully attests and swears that she/he understands the legal concept of negligence (normal carelessness) and agrees and consents to release and waive all claims, actions, causes of actions, and liability arising from any ordinary act of negligence (including failure to warn) on the part of the IHSA.

The Rider AND/OR the rider's parent or guardian represents that he/she; a) is the person who signed this form; b) understands and acknowledges that he/she is fully responsible for all damages, injuries, death or claims arising from the inherent risks of horseback riding, horse related riding competitions, being around horses in general or the ordinary negligence of the IHSA; c) agrees to indemnify, pay and hold harmless the IHSA from all awards, judgments, costs expenses and attorney fees associated with or arising from any claims or litigation that may arise from or are related to the Rider's assistance in preparation and schooling of horses for any IHSA Events or activity; and d) unconditionally promises not to sue or maintain any legal action against, or attempt to make any recovery from, the IHSA in any civil litigation, mediation, arbitration or alternative dispute resolution proceedings.

Please Carefully Read This Form Before Signing. By Signing This Form You Are Giving Up Certain Important Legal Rights And Claims.

**This Document was signed and witnessed on: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_**

\_\_\_\_\_  
**Printed Name of Rider**

\_\_\_\_\_  
**Signature of Rider**

\_\_\_\_\_  
**Printed Name of Parent or Guardian  
(If rider is under 18 years of age)**

\_\_\_\_\_  
**Signature of Parent or Guardian  
(If rider is under 18 years of age)**

\_\_\_\_\_  
**Printed Name of Witness  
(Must be over 18 years of age)**

\_\_\_\_\_  
**Signature of Witness  
(Must be over 18 years of age)**