

**REPRESENTATION, ASSUMPTION OF RISK
AND RELEASE AGREEMENT**

I, the undersigned race rider, hereby sign the following representation and release in consideration of being permitted to ride in one or more horse races, including jump races, conducted by the Land Preservation Trust at Shawan Downs race course owned by Land Preservation Trust, Inc. **over the EASYFIX fences provided by the Temple Gwathmey Steeplechase Foundation** (hereinafter the Race Organizers).

I hereby certify that I fully understand that riding in races is inherently dangerous to the participants and that there is serious possibility that I will suffer injury or death as a result of participation. I hereby state that I have been given notice of the risks of riding in and otherwise participating in horse races including, but not limited to, (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. I expressly agree to assume all of the above described risks and all other risks of riding in and otherwise participating in the races. I certify that I am _____ years of age.

In order to induce the above described Race Organizers to allow me to participate in such races, I represent that I am properly trained and competent to ride in such races without endangering myself or other participants. I further represent that the horses I will ride are properly trained for the endeavor and will provide a safe conveyance without unduly jeopardizing my safety or that of others. I also understand that it is my responsibility to wear an SEI/ASTM approved helmet (NSA approved helmet accepted) and a protective vest, and my mount must wear an overgirth.

I further certify that I am currently covered by health insurance policy no. _____ written by the following insurance company: _____; OR I am currently covered by Worker's Compensation insurance policy no. _____, issued in the name of owner/farm (policy-holder); _____, written by the following insurance company: _____; and that such insurance shall remain in effect at all times that I am participating in the above described races. I will, upon request, provide proof of such insurance prior to being allowed to ride.

As further inducement to the Race Organizers to allow me to ride in and otherwise participate in such races, I agree to release, hold harmless and fully indemnify the Race Organizers, their committees, committee members, officers, directors, employees, agents, officials and other persons acting on behalf of the Race Organizers from any and all liability, claims, actions, causes of action or demands, including attorneys' fees and costs, that I might otherwise have or assert for any injury or other claim or other matter arising out of or related to my riding in or otherwise participating in these races, (including claims arising from any negligence of the Race Organizers) and I further agree to release, hold harmless and indemnify all landowners on whose land the above described races are conducted from any and all liability, claims, actions, causes of action or demands, including attorneys' fees and costs, that I might otherwise have or assert for any injury or other claim or other matter arising out of or related to my riding in or otherwise participating in these races.

And I further waive any and all claims, actions, causes of action or demands that I may now have or which may arise in the future, and further covenant not to sue the above-named Race Organizers or persons, including landowners, for any injury or damages resulting from my participation in such races.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2020.

RIDER or GUARDIAN (if under 18) SIGNATURE

WITNESS

RIDER AND GUARDIAN NAME(S) PRINTED

EMAIL ADDRESS

HOME PHONE

EMERGENCY CONTACT AND NUMBER

ADDRESS

CITY, STATE ZIP