

LAND PRESERVATION TRUST
REPRESENTATION, ASSUMPTION OF RISK AND RELEASE
AGREEMENT
Adult and Minor (under 18)

(Parents/Legal Guardian of minor must sign for participants under 18) I, the undersigned rider, hereby sign the following Representation and Release in consideration of being permitted to ride in clinics, events, and/or one or more horse races/chases, pony races/chases, including jump races, conducted at the Shawan Downs race course, which is owned by the Land Preservation Trust ("LPT").

I hereby certify that I fully understand that riding in races and riding or handling horses and/or ponies 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 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 sub-surface conditions. I expressly agree to assume all the above described risks and all other risks of riding in and otherwise participating in the above referenced events at Shawan Downs. I certify that I/my minor am/is _____ years of age.

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 activities. I will, upon request, provide proof of such insurance prior to being allowed to ride.

In order to induce the LPT to allow me to participate in the above described activities, I represent to the LPT that I am properly trained and competent to ride/participate in the above referenced events without endangering other participants or myself. I further represent that I am responsible for my actions at all times and will provide a safe conveyance without unduly jeopardizing my safety or that of others. This Agreement also represents that I will be properly equipped for the endeavor and am solely responsible for the following required equipment: (i) use of currently approved ASTM/SEI helmet; and (ii) use of a body protector.

As further inducement to the LPT to allow me to participate in the above described activities, I agree to release, hold harmless and fully indemnify any landowners, tenants, instructors, organizers, the LPT, and its committees, committee members, officers, directors, employees, agents, officials, and volunteers 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 the above described activities (including claims arising from any negligence of the LPT). I further agree to release, hold harmless and indemnify all 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 events.

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 organizations or persons, including, but not limited to the LPT, and its officers, Directors, and agents, all landowners of the venue where these events occur, their officers, Directors, Employees, and agents, all Clinic organizers, sponsors, and all Clinicians, or any other participant, instructor, landowner, location, or trainer participating in the events for any injury or damages resulting from my participation in these events.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2021.

WITNESS

RIDER SIGNATURE

PARENT SIGNATURE (if under 18)

RIDER NAME PRINTED

PARENT NAME PRINTED

ADDRESS, CITY, STATE, ZIP

EMERGENCY PHONE NUMBER