

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

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*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) activities and events 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, sickness and disease (including communicable diseases), 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 individual during an equine activity 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** that it is my/parent/legal guardian responsibility to ensure that I am/my child is wearing a completed wristband or armband card at this USPC activity. I authorize USPC, its successors or assigns, officials, officers, directors, employees, agents and/or volunteers to obtain and release to any USPC activity personnel (including, but not limited to, organizers, instructors, test examiners, chaperones), and to any first aid and safety personnel, medical professional, and treating medical facility, any information regarding my/my child's medical history, symptoms, treatment, exam results and/or diagnosis contained in the wristband or armband card. Furthermore, I agree and understand that it is my/parental/legal guardian responsibility to ensure that I/my child will not participate in any USPC mounted activities if I/my child have/has had a head injury or other medical condition and have/has been restricted from activity, until such time as the injury or condition is resolved and any activity restriction is lifted.

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.** While a list of state statutes and select portions of those statutes believed to be in effect at the time of the execution of this agreement is attached hereto, I **AGREE** to locate, review and understand the full applicable statute in place in my jurisdiction.

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 minor, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and minor.**

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.

***I have read and AGREE to abide by the above. REQUIRED — all signatures must be originals, not photocopies.***

\_\_\_\_\_ **OR** \_\_\_\_\_

Original Signature of Participant <small><i>Required if applicant is of the age of majority in their state of residence.</i></small>	Date	Original Signature of Applicant's Parent(s) or Legal Guardian(s) <small><i>Required if applicant is under the age of majority in their state of residence.</i></small>	Date
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# STATE EQUINE ACTIVITY LIABILITY STATUTES

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

## ALABAMA

**AL ST §6-5-337 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.

## ALASKA

**AK ST § 09.65.145; AK ST § 09.65.290**

## ARIZONA

**AZ ST § 12-553**

## ARKANSAS

**AR ST § 16-120-201, 202 WARNING:**

Under Arkansas law, an equine activity sponsor, livestock activity sponsor, livestock owner, livestock facility, and livestock auction market are not liable for an injury to or the death of a participant in equine activities or livestock activities resulting from the inherent risk of equine activities or livestock activities.

## CALIFORNIA

**NO KNOWN EQUINE ACTIVITY LIABILITY STATUTE**

## COLORADO

**CO ST § 13-21-119 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

**CT ST § 52-557p**

## DELAWARE

**DE ST TI 10 § 8140 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 10 Delaware Code § 8140.

## FLORIDA

**FL ST § 773.01 - 773.06 WARNING:** Under Florida 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.

## GEORGIA

**GA ST § 4-12-1 - 4 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 animal activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

## HAWAII

**HI ST § 663B-1, B-2**

## IDAHO

**ID ST § 6-1801 - 1802**

## ILLINOIS

**IL ST CH 745 § 47/1 - 47/999 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.

## INDIANA

**IN ST 34-31-5-1 - 5 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.

## IOWA

**IA ST § 673.1 - 673.6 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.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the

welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

## KANSAS

**KS ST § 60-4001 - 4004 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 K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity.

Inherent risks of domestic animal activities include, but shall not be limited to:

(1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (3) certain hazards such as surface and subsurface conditions; (4) collisions with other domestic animals or objects; and (5) 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 domestic animal or not acting within such participant's ability.

## KENTUCKY

**KY ST § 247.401 - 4029 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.

## LOUISIANA

**LSA-R.S. 9:2795.1 - 9:2795.3 WARNING:** Under Louisiana 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 R.S. 9:2795.3.

# STATE EQUINE ACTIVITY LIABILITY STATUTES

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

## MAINE

**ME ST T. 7 § 4101 - 4104-A WARNING:** Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.

## MARYLAND

**NO KNOWN EQUINE ACTIVITY LIABILITY STATUTE**

## MASSACHUSETTS

**MA ST 128 § 2D 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

**MCLA 691.1661 - 1667 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.

## MINNESOTA

**MN ST § 604A.12**

## MISSISSIPPI

**MS ST § 95-11-1 - 7 WARNING:** Under Mississippi law, an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks of equine activities or livestock shows, pursuant to this chapter.

## MISSOURI

**MO ST 537.325 WARNING:** Under Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri.

## MONTANA

**MCA 27-1-725 – 27-1-728**

## NEBRASKA

**NE ST § 25-21,249 - 253 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 sections 25-21,249 to 25-21,253.

## NEVADA

**NV Rev Stat § 41.519**

## NEW HAMPSHIRE

**NH Rev Stat § 508:19**

## NEW JERSEY

**NJ ST 5:15-1 to 5:15-1 12 WARNING:** UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c.287 (C.5:15-1 et seq).

## NEW MEXICO

**NMSA 1978, § 42-13-1 – 5**

## NEW YORK

**NY GEN OBLIG § 18-301 – 303 WARNING:** Under New York Law, an equine professional or 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, pursuant to section 18-404 of the General Obligations Law.

## NORTH CAROLINA

**NC ST § 99E-1 - 99E-9 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.

## NORTH DAKOTA

**ND ST 53-10-01; ND ST 53-10-02**

## OHIO

**OH ST § 2305.321**

## OKLAHOMA

**76 OK St. Ann. § 50.1 - 50.4**

## OREGON

**ORS § 30.687 – 697**

## PENNSYLVANIA

**PA ST 4 P.S. § 601 – 607 WARNING:** You assume the risk of equine activities pursuant to Pennsylvania law.

## RHODE ISLAND

**RI ST § 4-21-1 – 4 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.

## SOUTH CAROLINA

**SC Code 1976 § 47-9-710 - 730**

**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

**SDCL § 42-11-1 - 5 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 § 42-11- 2.

## TENNESSEE

**TCA § 44-20-101 - 105 WARNING:** Under Tennessee 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 Tennessee Code Annotated, title 44 chapter 20.

## TEXAS

**VTCA CIV PRAC & REM CODE § 87.001 - 005 WARNING:** UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. **WARNING:** UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

# STATE EQUINE ACTIVITY LIABILITY STATUTES

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

## UTAH

**UT ST § 78B-4-201 – 203** An equine or livestock activity sponsor is not liable for inherent risks with regard to equine or livestock 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: (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) 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

**12 VSA § 1039 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

**VA ST § 3.2-6200 – 6302**

## WASHINGTON

**RCWA 4.24.530 - 540**

## WEST VIRGINIA

**W.Va. CODE § 20-4-1 – 7** It is recognized that equestrian activities are hazardous to participants, regardless of all feasible safety measures which can be taken.

Each participant in an equestrian activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equestrian activity. Each participant shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equestrian activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equestrian activity, to heed all posted warnings, to perform equestrian activities only in an area or in facilities designated by the horseman and to refrain from acting in a manner which may cause or contribute to the injury of anyone. If while actually riding in an equestrian event, any participant collides with

any object or person, except an obviously intoxicated person of whom the horseman is aware, or if the participant falls from the horse or from a horse-drawn conveyance, the responsibility for such collision or fall shall be solely that of the participant or participants involved and not that of the horseman.

A participant involved in an accident shall not depart from the area or facility where the equestrian activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without obtaining assistance when that person knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.

Any participant shall be liable for injury, loss or damage resulting from violations of the duties set forth in section four of this article.

## WISCONSIN

**WSA 895.481 NOTICE:** A person who is engaged for compensation in the rental of equines 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.

## WYOMING

**WY ST § 1-1-122 – 123**