



The United States Pony Clubs, Inc.
4041 Iron Works Parkway, Lexington KY 40511-8483
859-254-7669 | Fax 859-233-4652 | ponyclub.org

Release and Indemnity Agreement for Foreign Competitive Exchange Teams

This Release and Indemnity Agreement for USPC International Exchange Teams made and entered into at Lexington, Kentucky, on the day signed hereinafter by the authorized representative of The United States Pony Clubs, Inc. ("USPC"), by and between the USPC, a Kentucky nonprofit corporation as defined in Section 501(c)(3) of the IRS code and _____ and/or _____ (Name of Participant)

_____ resident(s) and citizen of _____ (Parent and/or Legal Guardian if Participant less than 21 years) (City, State, County, Country)

In consideration of the voluntary participation of _____ ("Team Member") in exchange activities organized (Name of Participant)

by The United States Pony Clubs, Inc. or one of its affiliates or member Pony Clubs (collectively and individually "USPC"), as a member of a USPC International Exchange as a member of such Team, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Team Member and, if Team Member has not attained the age of 21 years, the undersigned parent or legal guardian of such Team member ("Parent"), have executed and delivered this release and indemnity agreement ("Agreement") and hereby agree as follows:

Team Member and Parent understand and agree that there are inherent risks of serious injury or even death possible with equine activities. Team Member and Parent, hereby jointly and severally, intending to be legally bound for themselves and for their respective spouses, heirs and successors, assigns and representatives, executors and administrators (1) wave and release forever any and all liability, and all claims for damages against USPC, including, without limitation, it's Board of Governors, Instructors, Administration, Volunteers, Employees, the affiliate Pony Clubs, the Team, the Event, all organizers and officials of the Event, all representatives, agents and horse owners, of any of the foregoing (collectively "The USPC Parties"), of and from any and all responsibility or liability of any nature for, or resulting out of, the death or personal injury of, or property loss or damage suffered or incurred by, Team member or Parent, occurring during, or resulting, directly or indirectly, from Team Member's voluntary participation on the Team or in the Event, including, without limitation, practice, training sessions, travel, riding and/or contact with a horse/pony owned by any person in connection therewith, and any other activity in connection therewith, and (2) agree to defend and indemnify all and each of the USPC Parties from and against any and all losses, damages, proceedings, judgments, causes of action, and claims incurred by any of the USPC Parties as a result of, or arising out of, any breach of this Agreement by Parent or Team Member, or any negligent or wrongful act or omission, or any other act or omission, of Team Member or Parent, at, during, or in connection with, the Event, or otherwise related to or connected with the Team, the Event, and any travel or other activities connected therewith, and (3) agree any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, and that the decision and award of the arbitrators shall be final and conclusive and binding upon the parties hereto, and that such award shall be specifically enforceable by any court of competent jurisdiction having jurisdiction over either of the parties by the entrance of a judgment upon such award, and (4) agree that this Agreement shall be governed by the laws of the Commonwealth of Kentucky, and submit to the jurisdiction of the Commonwealth of Kentucky and venue of Fayette County, Kentucky, and the United States District Court for the Eastern District of Kentucky. Team Member and Parent, intending to be legally bound, have executed this Agreement before a Notary and delivered it to USPC on the date set forth below.

TEAM MEMBER: _____ (Signature)

PARENT/GUARDIAN: _____ (Signature)

TEAM MEMBER: _____ (Print Name)

PARENT/GUARDIAN: _____ (Print Name)

DATE OF SIGNATURE: _____

DATE OF SIGNATURE: _____

DATE OF BIRTH: _____

PHONE: _____