Release, Assumption of Risk, Waiver and Indemnification

This document waives important legal rights. Read it carefully before signing.

Every Entry at a schooling show or clinic or other event held by the Classical Horse Club shall constitute an agreement and affirmation for all participants (which include without limitation, the owner, lessee, trainer, manager, agent, coach, driver, handler and the horse). This agreement is binding for themselves, their principles, representatives, employees and agents. They (1) Shall be subject to the local rules of the competition. (2) Agree that they participate voluntarily in the competition fully aware that horse sports and the competition involve inherent dangerous risk of serious injury or death, and by participating they expressly assume any and all risks of injury or loss, and they agree to hold the The Elegant Rider and Classical Horse Club, The Elegant Rider, the competition and their officials, directors, employees and agents harmless from and against all claims including claims based in negligence, breach of contract, strict liability and/or otherwise for any injury or loss suffered during or in connection with the competition, officials, directors, employees, agents of the competition.
Under Colorado Law an Equine Professional is not liable for an injury to or the death of a participant in equine activities. Pursuant to Section 13-21-119 Colorado Revised Statutes.

I AGREE in consideration for my participation in this Competition/clinic/symposium or other event to the following:
I AGREE that the "The Elegant Rider and Classical Horse Club" and "Competition" as used above includes all of their officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations.
I AGREE that I choose to participate voluntarily in the Competition with my horse, as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, trainer, or as parent or guardian of a junior exhibitor. I am fully aware and acknowledge that horse sports and the Competition involve inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death ("Harm").
I AGREE to hold harmless and release the The Elegant Rider and Classical Horse Club and the Competition from all claims for money damages or otherwise for any Harm to me or my horse and for any Harm of any nature caused by me or my horse to others, even if the Harm arises or results, directly or indirectly, from the negligence of the The Elegant Rider and Classical Horse Club or the Competition.
I AGREE to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the The Elegant Rider and Classical Horse Club or the Competition.
I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the The Elegant Rider and Classical Horse Club and the Competition 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 while at the Competition.
I have read the USEF Rules about protective equipment, including GR801 and, if applicable, EV114 and I understand that I am entitled to wear protective equipment without penalty, and I acknowledge that the The Elegant Rider and Classical Horse Club strongly encourages me to do so while WARNING that no protective equipment can guard against all injuries.

If I am a parent or guardian of a junior exhibitor, I consent to the child's participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this Release on the child's behalf.

I represent that I have the requisite training, coaching and abilities to safely compete in this competition.
I AGREE that as a condition of entry, they authorize the competition management to market, transfer, assign or otherwise make use of any photographs, likenesses, films, broadcasts, cablecasts, audiotapes taken of the horse(s) and participant(s) while on the grounds, incident to, or transit between the stabling facility and the event site, in any way they see fit for the promotion, coverage or benefit of the event, or the sport without compensation to any of them, so long as the use neither jeopardizes amateur status nor endorses a specific product or service and hereby expressly and irrevocably waive and release any rights in connection with such use including any claim to invasion of privacy, right of publicity, or to misappropriation.

Addendum for COVID-19

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.
As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Classical Horse Club has put in place preventative measures to reduce the spread of COVID-19; however, the Classical Horse Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending a show or event or clinic with the Classcial Horse Club could increase your risk and your minor (if applicable)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or my minor may be exposed to or infected by COVID-19 by attending shows or clinics with the Classical Horse Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Classical Horse Club, employees, volunteers, and clinic or lesson participants and their families.
I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my minor (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my minor may experience or incur in connection with my or my minors attendance at lessons or clinics ("Claims").

On my behalf, and on behalf of my minor, I hereby release, covenant not to sue, discharge, and hold harmless The Classical Horse Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of The Classical Horse Club, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any lesson or clinic.

X _____

Date: _____ Print Name: _____