

# Waiver & Release of Liability

**For Friday Night Under the Lights Gymkhana series at the Washington County Fairgrounds.**

This is a waiver of your legal rights, and an agreement not to sue for serious injury or death that may result from riding or being near horses as well as acknowledging your risk of COVID exposure.

**Date:** \_\_\_\_\_

1. **Participant's Name** (Please Print): \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## 2. Liability Release

In Consideration for the Washington County Fair, Inc. allowing me or my child to voluntarily participate in its activities, I agree as follows:

- A. This agreement, waiver, and release applies to Washington County Fair, Inc. and to its Board Members, Association members, committees, employees, volunteers predecessors, successors, attorneys, insurers who are working in the course and scope of their duties on behalf of the Washington County Fair, including the city of event location, and county of event location, at the time of occurrence of any act or omission which is later alleged to be a cause or contribution to a claim for injury, damages, and death.
- B. I forever release, hold harmless and indemnify Release Parties from liability for any and all claims, demands, cause of action, damages, and death to me, my minor child, my horse and my property, and legal liability of every nature, including the negligent acts or admission of any Release Parties, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of the participation in the past, present, or future Washington County Fair, Inc. activities (including equestrian activities, such as the riding, use of or being near, horses, whether at an arena, stable or on a trail ride in association with the Washington County Fair, Inc.) and I assume all risks of injury or death as set forth in this release;
- C. I shall not bring any lawsuit, action or proceeding against any Release Parties even if they engage in negligent conduct; and
- D. I make this agreement, waiver and release for and on behalf of myself, my spouse, my child and/or ward, heirs, administrators, successors, representatives and assigns.

## 3. Activity risk

I understand that horseback riding is a rugged adventure, recreational sport activity. I am aware that there are numerous obvious and non-obvious inherent risks of serious injury or death, or property damage, to me or my horse, which are always present in Washington County Fair, Inc. activities, on or near horses. I understand that pregnant women are specifically advised not to ride horses.

## 4. Nature of Horses

I understand that no horse is completely safe, and the Release Parties make no representation or guarantees regarding the safety, training or suitability of any horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If I fall from a horse to the ground, it will generally be at a distance of 4 to 6 feet, and the impact will injure me. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions or speed up, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceived to be danger if it is frightened or provoked, or for no reason whatsoever.

**5. Conditions of Nature & Locations**

I agree that Release Parties are not responsible for acts, occurrences or elements of nature or a particular location that can injure a person or scare a horse, cause if to trip, fall or react in some other manner. These elements include thunder, lightning, rain, wind, wild and domestic animals, insects, other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land which is subject to constant change according to weather temperature, natural and manmade objects. The Released Parties have not inspected, and make no representations of warranties concerning the safety or condition of, any trail, camping site, arena and/or other location of Washington County Fair, Inc. events.

**6. Helmet Warning**

I am aware that protective headgear which meets or exceeds the quality standards of USPC (Pony Club) ASTM/FEI certified equestrian helmets should be purchased and worn by me and/or my child while riding and being near horses, and the wearing of such helmet may reduce the severity of some head injuries and may prevent my serious injury or death as a result of a fall or other occurrence. If I (as an Adult rider) Do not wear a helmet, it is because I so choose.

**7. COVID-19 Waiver**

By signing this document, you are also acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending this event, you and any guests voluntarily assume all risk related to exposure to COVID-19 and agree not to hold Board Members or affiliates of the Washington County Fair, Inc. liable for any illness or injury or death.

**I have read, understood and voluntarily agree to this waiver & release.**

**Date:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

**If the participant is under 18 years of age, signature of agreement by parent or legal guardian is also required, and such person further agrees pursuant to paragraph 2 above, to release and indemnify the Release Parties for any injury or death to, or any claim by or on behalf of such minor.**

**Minor's Birth Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Signor)

**Relationship to Minor:** \_\_\_\_\_