

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT - *INCLUDES COVID 19

WAIVER

For and in consideration of Central States Winter Tournaments Inc. d/b/a Central States Benefit Horse Show ("CSBHS") and The American Royal Association ("ARA") allowing me, the undersigned, to participate in any capacity (including as a rider, driver, lessee, owner, agent, coach, official, trainer, groom, spectator and/or volunteer) in any CSBHS related activities; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. **RULES AND REGULATIONS:** I hereby agree to be bound and abide by the rules, regulations, and policies of CSBHS and ARA as published and as amended from time to time.

B. **HEALTH PAPERS AND COGGINS REQUIRED FOR EVERY HORSE.** I understand and agree that every horse brought onto the premises by me or my assigns has a current valid Coggins and Health Papers as required by the State from which the horse is coming.

C. **ACKNOWLEDGMENT OF RISK:**

EQUINE ACTIVITY LIABILITY ACT WARNING:

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK. Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of a participant in equine activities resulting from the inherent risks of equine activities.

I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any CSBHS event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; exposure to equine and human illness (including *but not limited to* COVID-19; EHV-1, Vesicular Stomatitis etc.); accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions, failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the CSBHS event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

I further acknowledge that in further consideration for CSBHS and ARA to allow my participation in the event(s), it is my sole responsibility to ensure that my horse has current Health Papers (within 30 days of the event) and Coggins (within one year of the event), copies of which are to be provided to CSBHS and/or ARA upon my arrival.

D. **COVID-19 ASSUMPTION OF RISK:** While on site at any CSBHS event I affirm that I do not have an elevated temperature of 99.5 degrees, COVID-19 symptoms and have not had contact with individuals who are known or suspected to have had or been exposed to COVID-19 within the past 14 days.

I understand that while I am on the premises of an CSBHS event that I am required to follow the guidelines that have been provided to me which may include, but not limited to, wearing a nose and mouth covering, facial mask/covering; following sanitizing protocol as set forth by CSBHS, ARA, State of Missouri and/or CDC; practicing social distancing as outlined by CSBHS, ARA, State of Missouri and/or CDC. Failure on my part to comply with any guidelines set forth by the CSBHS, ARA, State of Missouri and/or CDC will result in a request to exit the property and denial of participation in the CSBHS event with no refund of any fees or costs associated with attendance at the CSBHS event.

I specifically agree that I will not hold CSBHS or the ARA or their agents, owners, assigns or employees responsible should I develop symptoms of or receive a diagnosis of COVID-19 following this event.

E. **ASSUMPTION OF RISK:** I understand that the aforementioned **Risks** may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the CSBHS events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any CSBHS events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any CSBHS event. This assumption of risk includes not only transmission by me or my horse of any communicable disease, but also the transmission to me or my horse of any communicable disease from another person or animal.

F. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any CSBHS event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: CSBHS affiliates, members, Event participants (including athletes/riders, coaches, trainers, grooms, judges/officials, and other CSBHS personnel), the Event owner, the ARA, licensees, and competition managers; the promoters, sponsors, or advertisers of any CSBHS event; any charity or other beneficiary which may benefit from the CSBHS event; the owners, managers, or lessees/lessors of any facilities or premises where a CSBHS event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (**Individually and Collectively, the “Released Parties” or “Event Organizers”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (**“Liability”**) which may arise out of, result from, or relate in any way to my participation in the CSBHS events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree to indemnify CSBHS and/or the ARA for any damages caused by my failure to adhere to the rules, regulations and policies of CSBHS and ARA as published and as amended from time to time, including reasonable attorney’s fees incurred as a result of such failure on my part, including all rules and regulations required for my horse.

G. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor’s) participation in any CSBHS event. If, despite this Agreement, I, or anyone on my behalf or the minor’s behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

Print Name (print both that of parent/guardian and minor):

Signature (by parent if party is a minor):

Date:
