



Release, Assumption of Risk, Waiver, and Indemnification

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

I **AGREE** in consideration for my participation, attendance, and/or stabling at the Tryon International Equestrian Center (TIEC), to the following:

I **AGREE** that the TIEC and "participation" 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 events at TIEC with my horse, or as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, trainer, or as parent or guardian of a junior participant. I am fully aware and acknowledge that horse sports and these events 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 TIEC 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 TIEC.

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the TIEC. 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 equestrian activity 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; 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 event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

EQUINE ACTIVITY LIABILITY ACT WARNING:

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

I **AGREE** to indemnify (that is, to pay any losses, damages, or costs incurred by) the TIEC 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 any event. I understand that I am entitled to wear protective equipment without prejudice or penalty, and I acknowledge that I am strongly encouraged to do so while **WARNING** that no protective equipment can guard against all injuries. If I am a parent or guardian of a child participant, 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 participate in and/or attend these events.

I **AGREE** that if I am injured at this facility, the medical personnel treating my injuries may provide information on my injury and treatment to the TIEC.

Tryon Horse Shows, LLC, Tryon International Equestrian Center, Tryon Equestrian Partners, LLC, their officials, partners, members, sponsors, agents, affiliated entities, and employees will not be responsible for any accident or loss which may occur to any exhibitor, spectators, convention attendees, participants, auditors, guest, rider, groom, attendant, other employees, animals, or equipment on the property. All owners and competitors are personally responsible for damages to third persons caused by themselves, their employees, their agents, their horses, or their dogs. They are therefore strongly advised to take-out third-party insurance providing full coverage for participation in equestrian events, and to keep that policy up to date.

BY SIGNING BELOW, I AGREE to be bound by all terms and provisions of this Waiver.

RELEASOR:

Print Name

Signature

Date: _____, 2021

PARENT OR GUARDIAN OF MINOR:

In addition to the above, if claims contemplated under this Agreement are later brought by or on behalf of the minor Releasor or third parties, I will defend and fully indemnify TIEC.

Print name and DOB of Minor

Print name of Parent/Guardian

Signature of Parent/Guardian