

## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of **Northern Ohio Dressage Association (A.K.A. "NODA")** allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a NODA managed event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and **2023 SCHOOLING SHOW OR SHOWS**; 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 Safe Protocols of NODA as published in Event document(s), in the NODA Prize List and on the website at [www.nodarider.org](http://www.nodarider.org), as amended from time to time.

**B. ACKNOWLEDGMENT OF RISK:** 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 NODA 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; 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 NODA 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.

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.

#### Ohio Statement of Inherent Risks:

INHERENT RISK OF AN EQUINE ACTIVITY MEANS A DANGER OR CONDITION THAT IS AN INTEGRAL PART OF AN EQUINE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, ANY OF THE FOLLOWING

- A. THE PROPENSITY OF AN EQUINE TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, DEATH, OR LOSS TO PERSONS ON OR AROUND THE EQUINE;
- B. THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS;
- C. HAZARDS, INCLUDING, BUT NOT LIMITED TO, SURFACE OR SUBSURFACE CONDITIONS;
- D. COLLISION WITH ANOTHER EQUINE, ANOTHER ANIMAL, A PERSON OR AN OBJECT;
- E. THE POTENTIAL OF AN EQUINE ACTIVITY PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY, DEATH, OR LOSS TO THE PERSON OF THE PARTICIPANT OR TO OTHER PERSONS, INCLUDING BUT NOT LIMITED TO, FAILING TO MAINTAIN CONTROL OVER AN EQUINE OR FAILING TO ACT WITHIN THE ABILITY OF THE PARTICIPANT.

**C. 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 NODA Equestrian Event, 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 NODA 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 NODA Equestrian Events.

**D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in any NODA Equestrian Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: **NODA**, affiliate associations, clubs, members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any NODA Event; any charity or other beneficiary which may benefit from the NODA Event; the owners, managers, or lessors of any facilities or premises where a NODA 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 NODA Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

**E. 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.

#### Signatures below indicate acknowledgement of the following: UNDER OHIO LAW, AN EQUINE ACTIVITY OWNER/OPERATOR IS NOT LIABLE

FOR AN INJURY OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES PURSUANT TO HOUSE BILL 564. Neither **NODA**, the host stable, nor the show officials shall be responsible for any damage, injury, or loss to persons, horses, or property of exhibitors or spectators. I also agree that as a condition of and in consideration of acceptance of my entry, the competition (**NODA**) may use or assign photographs, videos, audios, cablecasts, or other likenesses of me and my horse taken during the course of the competition for the promotion, coverage, or benefit of the competition, sport, or NODA. Those likenesses shall not be used to advertise a product and they may not be used in such a way as to jeopardize amateur status. I hereby expressly and irrevocably waive and release any rights in connection with such use, including and claim to compensation, invasion of privacy, right of publicity, or to misappropriation.

#### 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 NODA 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.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. (Check or circle below)

\_\_\_\_ Rider/Driver/Handler/Vaulter/Longeur \_\_\_\_ Owner \_\_\_\_ Trainer \_\_\_\_ Official \_\_\_\_ Staff \_\_\_\_ Volunteer \_\_\_\_ Coach

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_

Parent/Guardian Signature (Required if rider is a minor) \_\_\_\_\_ Date \_\_\_\_\_

Print Parent/Guardian Name: \_\_\_\_\_ Emergency Contact Phone No. \_\_\_\_\_