

ALL DRESSAGE ASSOCIATION

WAIVER AND LIABILITY RELEASE AGREEMENT - READ CAREFULLY BEFORE SIGNING

I, [PRINT NAME NERE] _____ (hereafter referred to as "Competitor," which term includes the parent or legally-appointed Guardian of Competitor, if Competitor is a minor) am freely and voluntarily seeking to participate in an event sponsored, promoted and/or organized by the All Dressage Association, a Michigan nonprofit corporation (hereafter referred to as "ADA"). This Waiver and Liability Release Agreement will be binding each time now and in the future when the Competitor attends or participates in any event or activity that is sponsored or organized by the ADA.

In consideration of the ADA allowing Competitor to participate in any event at any location, now & in the future, Competitor agrees as follows:

1. **Risks of Equine Activities/Assumption of Risks.** Competitor acknowledges that there are numerous risks inherent in equine activities, whether preparing for, entering, attending, participating in, or leaving an event. The risks include, but are not limited to: the propensity of a horse or pony (hereafter referred to as "equine") to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, person, or other animals; certain hazards such as surface or subsurface conditions on or near the land where an event takes place; and/or collisions with other equines, people, or objects. Competitor understands these risks and dangers inherent in equine activities and agrees to assume them. Competitor also understands that these are just some of the risks and agrees to assume others not mentioned above. Competitor is not relying on the ADA to list all possible equine or event-related risks. **COMPETITOR UNDERSTANDS THESE AND OTHER RISKS AND DANGERS ASSOCIATED EQUINE ACTIVITIES AND EVENTS, AND COMPETITOR VOLUNTARILY AGREES TO ASSUME THEM. COMPETITOR ALSO UNDERSTANDS THAT THESE ARE JUST SOME OF THE RISKS AND AGREES TO ASSUME OTHERS NOT MENTIONED ABOVE. COMPETITOR IS NOT RELYING ON THE ADA TO LIST ALL POSSIBLE RISKS.**

2. **Waiver and Release of Liability.** With full knowledge and appreciation of these and other risks associated with equine activities and equine events, and in consideration for being allowed to participate in ADA sponsored or organized events now or in the future Competitor, for himself/herself, as well as his/her heirs, administrators, personal representatives or assigns, releases and discharges the All Dressage Association, a Michigan non-profit corporation, the owners of land or show grounds, judges, event sponsors, show management, and their respective employees, agents, representatives, assigns, officers, directors, members, volunteers, and affiliates of and from all claims, demands, actions, or causes of action (present and future), liabilities, or obligations, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of injury, loss of life, or damage that may be sustained by Competitor or to the Competitor's horse(s) or personal property which may occur as a result of attending or participating in an ADA-sponsored or organized event (except if the injury, death, or damage is directly caused by ADA's gross negligence or willful and wanton misconduct).

WARNING: Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THIS WAIVER AND LIABILITY RELEASE AGREEMENT SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE MICHIGAN EQUINE ACTIVITY LIABILITY ACT, 1994 P.A. 351.

Competitor also understand and agrees that he/she is responsible for his/her own financial loss in relation to any theft or damage to Competitor's tack, equipment, vehicles, trailers, and horses while on the premises where an event is held.

3. **Compliance with the United States Dressage Federation ("USDF") Rules.** Competitor agrees that every entry shall be subject to and shall comply with the USDF Rules and/or any applicable established rules of competition for ADA events. Competitor is NOT relying on ADA or others affiliated with it to check any equestrian safety helmet or strap that Competitor may wear.

4. **Use of Photographs or Videotapes.** By his/her signature below, Competitor also irrevocably grants full permission for the ADA, or others affiliate dwth and authorized by ADA, to use and publish any photographs, videotapes, or movies taken of Competitor, even if such use and publication is for commercial or promotional purposes.

5. **Governing Law / Disputes.** This Waiver and Liability Release Agreement is governed by Michigan law and is intended to be as broad and inclusive as Michigan law allows. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. Should Competitor (or others on behalf of Competitor) file a lawsuit in breach of this Waiver and Liability Release Agreement, Competitor (or others on behalf of Competitor) agrees to pay all attorney fees, court costs, and other costs incurred by the ADA and/or its employees, agents, representatives, assigns, officers, directors, members, volunteers, and affiliates.

BY SIGNING BELOW, I further AGREE to be bound by all applicable Federation Rules and all terms and provisions of this entry form.

_____	_____	_____	_____
Competitor Signature	Date	Print Name	Age (if <18)
_____	_____	_____	_____
Full Address		Phone Number	Emergency Phone Number
_____	_____	_____	_____
Parent/Legal Guardian Signature (if competitor under 18)	Date	Print Name	
_____	_____	_____	_____
Owner/Agent Signature (mandatory)	Date	Print Name	
_____	_____	_____	_____
Trainer Signature (mandatory)	Date	Print Name	