



**SELECT WORLD SHOW ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

As a condition of participation in the Select World Championship Show (“World Show”), and in consideration of being allowed to participate, the Participant does hereby:

1. **ACKNOWLEDGE** receipt of Select World Championship Show Rules & Regulations Handbook and the AQHA Official Handbook of Rules & Regulations (collectively “AQHA Rules & Regulations”).

2. **CERTIFY** that I have read, understand and agree to obey (a) all AQHA Rules & Regulations (including, but not limited to, Rule SHW220 (Amateur Eligibility); Rules VIO100, VIO200, VIO300 & VIO330 (Violations); and Rule GEN111 (Likeness Reproduction)). I further agree to obey the directions of the AQHA representatives conducting the Select World Show.

2. **ACKNOWLEDGE**, agree, and represent that Participant understands the nature of World Show participation and attendance activities (“Activities”) and that the Participant is qualified, in good health, and in proper physical condition to participate in such Activities;

3. **FULLY UNDERSTAND THAT THE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, “INHERENT RISKS OF EQUINE ACTIVITIES” THAT MAY RESULT IN PROPERTY DAMAGE AND BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS, AND DEATH (collectively “RISKS”); that such RISKS may be caused by Participant’s own action or inaction, the action or inaction of others participating in the Activities, the condition of the premises at which the Activities take place, and/or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW;**

4. **UNDERSTAND AND AGREE that “Inherent risk of equine activities” means dangers or conditions that are an integral part of equine activities, 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) a collision with another equine, another animal, a person, or an object; and (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;**

5. **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES PARTICIPANT INCURS AS A RESULT OF PARTICIPANT’S PARTICIPATION IN THE ACTIVITIES;**

6. **WARRANT AND REPRESENT that, if the Activities involve horses, Participant is adequately qualified and experienced to both (a) safely handle and ride a horse in a manner to protect Participant and other third parties, and (b) participate with groups of riders and horses, such as to take adequate defensive action to avoid injury from third party participants and horses. Furthermore, Participant understands that it is Participant’s responsibility to ascertain the adequacy of Participant’s training and experience, the adequacy and training of Participant’s horse, and for Participant conduct himself/herself in a manner such as to make the Activities safe and enjoyable for all participants;**

7. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE AQHA, AQHF, AND/OR AQHA CORPORATE PARTNERS OR THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, AND, IF APPLICABLE, OWNER AND LESSORS OF PREMISES ON WHICH THE ACTIVITIES TAKE PLACE, (EACH CONSIDERED ONE OF THE “RELEASEES” HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES WHENEVER OR HOWEVER ARISING AS TO INJURY, DEATH AND/OR PROPERTY DAMAGE OCCURRING AS A RESULT OF PARTICIPANT’S PARTICIPATION IN THE ACTIVITIES OR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

8. **AGREE** to indemnify, hold harmless and defend RELEASEES from any and all liability, whenever or however arising, from all third party claims, demands, causes of action, suits, judgments, liabilities, costs and expenses of any nature arising out of (i) Participant’s negligent act(s) or omissions during or related in any way to the Activities; and/or (ii) Participant’s willful act(s) or omission(s) during or related in any way to the Activities; and/or (iii) any misinformation or misrepresentations made by Participant in this Agreement. Participant agrees to pay any of RELEASEES costs, expenses and reasonable attorney fees incurred, arising directly or indirectly out of or with respect to any third party claims or associated with the enforcement of the indemnity obligations referenced above.

9. **AGREE** that this Assumption of Risk/Release of Liability/Indemnity Agreement (“Agreement”) (a) shall bind me, my family, my heirs, legal representatives, successors and assigns; (b) shall be governed by the laws of the State of Texas; and (c) shall be subject to the exclusive jurisdiction of the state and federal courts located in Potter County, Texas.

**PARTICIPANT HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT PARTICIPANT IS GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE VOID, VOIDABLE, INVALID OR INOPERATIVE, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT AS THOUGH SUCH VOID, VOIDABLE, INVALID OR INOPERATIVE PROVISION HAD NOT BEEN CONTAINED HEREIN. BY SUBMITTING THIS DOCUMENT TO AQHA, I HEREBY AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF AQHA’S OFFICIAL HANDBOOK OF RULES AND REGULATIONS.**

Participant’s Signature (REQUIRED): \_\_\_\_\_

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

Name and relationship of owner(s) of horse if different from Participant: \_\_\_\_\_