



PARTICIPATION WAIVER AND RELEASE AGREEMENT

This Participation Waiver and Release Agreement is made by and between the undersigned rider(s) or participant(s) etc. in an equine event(s) and or activity, in and with the Sagadahoc Agricultural & Horticultural Society, Respectively the Equine Activity Sponsor.

This agreement is a REQUIREMENT AND CONDITION OF WORKING WITH, AROUND AND/OR ON HORSES/EQUINES: as well participation in any equine activity or event conducted, provided, operated, organized or sponsored by the Equine Activity Sponsor or equine professional or whose property, facility, animals, equipment or personnel are used in such connection.

In condition of the opportunity to work with, around or on equines and/or participate in the equine activities/events, the participants, parents, and guardians, must agree to the following:

1. **INHERENT RISK: STATE OF MAINE:** The participant and their parent(s) and or guardian(s) acknowledge and realize/understand that horses/equines and activities/events related to them are inherently dangerous and can pose dangers and/or conditions integral to equine activities/events which include, but not limited to, the propensity of equines/horses to behave in ways that may result in damage or injury, harm or even death, to property, or persons on or around them; including behaviors such as bucking, biting, striking, rearing, kicking, shying, stepping on, stumbling or even falling down. The unpredictability of horses/equines actions or reactions to sounds, movements, unfamiliar objects, persons, other animals etc., as well as hazards such as other surfaces, certain surroundings conditions including but exclusive to collisions with other horses/equines, riders and or various objects; is a potential for the participant to act in a hasty manner or otherwise fail to maintain control over the horse/equine; and the unpredictable or erratic actions of others on or near them. Despite these inherent risks, the participant and their parents and or guardians have chosen to permit themselves or their wards (the participants) to work with, on or around the equine activity/events. The participant and or parents/guardians of the participants have considered any and all of the particular physical mental, and emotional conditions or challenges in making this event/activity participation decision and still agree to participate.
2. **DUTIES AND OBLIGATIONS: STATUTORY ASSUMPTION OF RISK AND LIMITATION OF LIABILITY:** All parties involved in permission of attendance in or on equine/hors events/activities are advised that under Maine State Law, with certain limited exceptions, an Equine Activity Sponsor/equine professionals, their workers, helpers or

representatives or any other person engaged in an equine event/activity is not liable for property damage or damages arising from personal injury or death of a participant or spectator resulting from the inherent risks of equine/horse activities/events. Each participant and their parents and/or guardians are further advised the Maine Law provides that each participant or spectator in an equine activity/event expressly assumes the risks and legal responsibilities for any and all damages as well as property damage(s) arising from personal injury or death that can result from inherent risks of equine activities. Each participant has the sole responsibility for knowing the range of that person's ability to manage and care for and control of particular horse to perform at a particular equine event/activity. As it is the duty of each participant to act within the limits of his or her own ability to maintain reasonable control of the horse/equine at all times while participating in any equine event/activity and to heed all warnings and instructions and to refrain from acting in a manner that may cause or contribute to the injury of themselves or any other person(s) or damage(s) to the respective properties.

- 3. RELEASE AND WAIVER:** The participants and their parents and/or guardians understand the above stated risks and dangers inherent in equine activities and hereby waive and release as well as discharge the Equine Activity Sponsor or responsibility and agree NOT to make any claim(s) or seek and recovery from the Equine Activity Sponsor, dba Sagadahoc Agricultural & Horticultural Society, on or off it's property or to it's representatives, directors, officers, families, workers, agents, contractors, employees, etc. and do hereby attest to this with your/their Signature(s) on this form. You as a participant or parent(s)/guardian(s) further release and discharge the Equine Activity Sponsor and all it's aforementioned representatives etc, from any and all actions, causes of actions, liabilities, claims, demands, damages, costs and expenses of any kind including but not limited to any claim(s) if damages for bodily injury, illness, disease, death, or loss of personal property now that exist, or which may occur in the future directly or indirectly. Either from the participation or involvement in any equine event or activity or program at or for the Sagadahoc Agricultural & Horticultural Society.

Also be aware that this release and waiver is indeed to be as broad as the law allows and specifically covers all claims and demands that may be based on any fault or negligence of the Equine Activity Sponsor and their representatives.

- 4. CONSENT TO EMERGENCY MEDICAL CARE:** In the case of any injury to the participant(s), representative(s), worker(s), helper(s), or volunteer(s) etc. occurring while at the premises or the facility being used by the Equine Activity Sponsor or while participating in any equine event/activity the participant, parent/guardian herby consent to and authorize any agent or employee of the Equine Activity Sponsor to seek speedy medical care and treatment, for the participant including arranging for transportation to a medical facility and consenting to necessary medical treatment, medication(s) or surgery recommended by a certified medical professional. The participant(s), parent/guardian(s) acknowledge that they are solely responsible for any and all payments for any and all

medical costs or expenses incurred on behalf of the participant(s) and do hereby agree to indemnify and hold harmless the Equine Facility or Equine Activity Sponsor stated herein.

All parents/participants/guardians etc. involved in as participant or spectator at any event/activity acknowledges that they have been given the opportunity to read and consider this Participation Waiver and Release Agreement. I with signature also fully understand that THIS DOCUMENT CONTAINS AN EXPRESS ASSUMPTION OF RISK. A PROMISE NOT TO SUE AND RELEASE FULLY WITH THIS WAIVER AND RELEASE AND TO INDEMNIFY FOR ANY AND ALL CLAIMS.

NOTE THIS WARNING BELOW:

Maine inherent risk under maine law, an equine facility activity and its sponsor(s), equine professional, or other person or persons engaged in equine activities has limited liability for an injury or death resulting from the inherent risk of equine/horses and their activities (7M.R.S.A./4101:4103-A).

Signatures:

Participant:

Sign: _____ Date: _____

Print: _____ Date: _____

Parent/Guardian: _____ Date: _____

(if under 18yrs of age)