

Arkansas Appaloosa Horse Club (AApHC)

June 13, 2020 Show

Participant Waiver of Release

Covid-19 Information – Required

By signing this form I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the AApHC Horse Show at Saline County Fairgrounds, Benton AR and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand the risk of becoming exposed to or infected by COVID-19 at the Saline County Fairgrounds may result from the actions, omissions, or negligence of me and others, including but not limited to officials, officers, directors, personnel and volunteers. I hereby agree to release, indemnify and hold harmless AApHC and its instructors, officers, directors, agents and volunteers from and against any all loss, liability or damage arising from or because of or in connection with participation in the AApHC June 13, 2020 Horse Show. While on site I affirm that I do not have an elevated temperature of 99.5 degrees, COVID-19 symptoms and have not had contact with individuals who are known or suspected to have COVID-19 within the past 14 days.

I understand that while I am on the premises of Saline County Fairgrounds. **I am required to follow the guidelines** that have been provided to me including, but not limited to: wearing a nose and mouth covering, facial mask/covering; following sanitizing protocol as set forth by the AApHC Horse Show, state, and CDC; practicing social distancing as outlined by the AApHC Horse Show, state, and CDC. **Failure on my part to comply with any guidelines set forth by the ArApHC Horse Show will result in a request to exit the property and denial of participation in the AApHC Horse Show with NO REFUND.** _____ (Initial)

Release of Liability: I agree that neither AApHC, or Saline County Fairgrounds or the officials & volunteers of this show will be responsible for any accident, damage, loss or injury to horse, owner, rider or other persons or property. It is the condition of entry that each exhibitor shall hold the horse show, the facility & its management blameless for any loss or accident to any animal, person or property that may occur while on the premises or during the show. I further agree that I will not hold AApHC, or Saline County Fairgrounds, their owners or employees responsible should I develop symptoms of or receive a diagnosis of COVID-19 following this event. Furthermore, I agree to ride/drive at my own risk and hold harmless any other owner or exhibitor from any accident or injury sustained by me or my horse while participating in this event.

Submission of an entry to this this show constitutes agreement of the following: The exhibitor shall indemnify and hold harmless AApHC, or Saline County Fairgrounds, its managers and their respective agents, contractors, officers, employees, directors, shareholders and assigns (together the “indemnities”) harmless against any and all claims, demands, costs, and expenses, including reasonable legal fees, arising from the conduct of management of Exhibitor’s business or its use of the facilities of AApHC, or Saline County Fairgrounds from any breach on the part of the Exhibitor, its agents, contractors, employees, guests or invitees in/on the property of AApHC or Saline County Fairgrounds. If any action or proceeding is brought against an indemnity by reason of any such claim, the Exhibitor, upon notice from the Indemnity shall defend the action or proceeding by counsel acceptable to the Indemnity.

WARNING: UNDER ARKANSAS LAW (Title 16. Practice, Procedure, and Courts § 16-120-202. Liability) “an equine activity sponsor, livestock activity sponsor, livestock owner, livestock facility, and livestock auction market are not liable for an injury to or the death of a participant in equine activities or livestock activities resulting from the inherent risk of equine activities or livestock activities.”

RIDER/DRIVER/HANDLER (Mandatory)

Signature Required (Parent/Guardian if Under 18)

Signature _____

Print Name _____

OWNER/AGENT (Mandatory) Signature Required (Parent/Guardian if Under 18)

Signature _____

Print Name _____

PARENT/GUARDIAN SIGNATURE (REQUIRED IF RIDER/DRIVER/HANDLER IS A MINOR)

Signature Required (Parent/Guardian if Under 18)

Signature _____

Print Name _____