

**MINNESOTA WALKING HORSE ASSOCIATION ("MWAH")
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

In consideration for the opportunity to participate in meetings, horse shows, clinics, open houses, expositions, trail rides, or other events sponsored by MWAH (collectively, "**MWAH Events**"), I, the undersigned Participant, hereby execute this Release, Waiver, and Indemnification Agreement ("**Agreement**") for myself and my heirs, representatives, and assigns, in favor of MWAH, its members, agents, representatives and assigns ("**Released Parties**"), and I agree as follows:

1. **Experience; Responsibility.** I am experienced in riding and/or handling horses ("**Equine Activities**"). I am able to evaluate the safety of tack, equipment, and horses, and to determine my ability to participate in Equine Activities. I will not participate in Equine Activities unless I decide that I can safely do so, and I will not rely on the Released Parties in any way.

2. **Risks Involved.** I understand the inherent risks involved in Equine Activities, which may include, among other risks: the propensity of horses to behave in ways that may result in death or injury to persons on or around them, such as kicking, biting, or bucking; the unpredictability of horses' reactions to things like sound, sudden movement, unfamiliar objects, persons, or other animals; natural hazards such as surface or subsurface conditions; and collisions with other livestock or objects. With full awareness of these and potential other dangers in Equine Activities, I choose to participate in MWAH Events and fully assume all risks involved.

3. **Release; Hold Harmless; Indemnification.** I hereby release and agree to indemnify and hold the Released Parties harmless from all liability, loss, damage, costs, claims, causes of action, judgments, or settlements, including, but not limited to, those based on injuries to me, my horse, or my personal property and equipment, directly or indirectly arising from or related to my, my horse's, or my invitee's attendance of MWAH Events, unless caused by the Released Parties' willful, wanton, or grossly negligent acts.

4. **Scope.** This Agreement applies to all MWAH Events which I attend or in which I participate, and this Agreement will remain valid until expressly revoked by me. Any revocation must be in writing, delivered to an officer or director of MWAH, and will become effective only upon receipt by such officer or director.

5. **Helmet Warning and Waiver.** I am aware that wearing a helmet during Equine Activities may prevent or reduce the likelihood of head injuries or death. It is my sole responsibility (or, if Participant is a minor, of the undersigned Guardian) to wear a helmet at all times during Equine Activities, and if I choose to not wear a helmet during Equine Activities, I assume all risks and acknowledge the increased dangers resulting from my choice.

6. **Severability.** The terms of this Agreement are intended to be as broad and inclusive as permitted by law and if any portion is held invalid, the balance of the Agreement shall, notwithstanding, continue in full force and effect.

I have read this Agreement and understand that by signing, I am giving up substantial rights, including my own right to sue, as well as the rights of my relatives and others. I am signing this Agreement freely and voluntarily, and I intend this to be a complete release of all liability to the greatest extent allowed by law.

Signature

Date

Printed Name of Participant

Signature of Parent or Guardian (if Participant is a Minor)

Date

Printed Name of Parent or Guardian