

UPHA Chapter 12 North Carolina State Championship

ACADEMY ENTRY FORM

September 11, 2021
 Entries Close September 1, 2021

Mail To: UPHA Chapter 12 North
 Carolina State Championship
 65 Old Taylorsville Road, Shelbyville, KY 40065
 502 314 7960
 horseshowentries18@gmail.com

Make checks payable to:
 UPHA Chapter 12 North Carolina State Championship

PLEASE PRINT OR TYPE (Fill out completely)

Trainer/Instructor _____ Stable _____

Address _____ City/State/Zip _____

Phone # _____ Cell Phone # _____ Email: _____

	Office Use	Class #s	Horse's Name	Rider/City State	Age of Rider	Fee
1						
2						
3						
4						

	TOTAL ENTRY FEES	\$
#	STALLS @ \$45.00 (Friday September 10 – Saturday September 11)	\$
#	OFFICE FEE PER RIDER \$10.00	\$
#	SHAVINGS PER BAG @\$8.50 –	\$
	TOTAL REMITTANCE	\$

Release Form must be signed

RELEASE, WAIVER, and INDEMNIFICATION AGREEMENT

For and in consideration of the United Professional Horsemen's Association Chapter 12 ("UPHA") allowing me to participate in any capacity (whether as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer, volunteer, or in any other capacity) in any way in the event known as the North Carolina State Championship Horse Show (referred to herein as "Equine Activity") at the Governor James B. Hunt Horse Complex in Raleigh, North Carolina, I, for myself and on behalf of my spouse, child(ren), next of kin, legal or personal representatives, executor, administrator, successor, heirs, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement").

- Rules and Regulations.** I agree to be bound and abide by the rules, regulations, and policies of UPHA, the event facility, or any other oversight body related to this Equine Activity, whether such rules were provided to me prior to or upon my arrival, or posted at the facility.
- Acknowledgment of Risk.** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with this Equine Activity and know that horseback riding and related equestrian activities are inherently dangerous, and that participating in any equestrian event involves risks and dangers, including, but not limited to: (a) the potential for serious bodily injury (broken bones, head or neck injuries, etc.); (b) sickness and disease (including communicable diseases); (c) trauma, pain and suffering, permanent disability, paralysis, and death; (d) loss of or damage to my personal property (including my horse and equipment) arising out of the unpredictable behavior of horses (including, but not limited to, bucking, stumbling, rearing, biting, kicking, running, making unpredictable movements, spooking, jumping obstacles, and other forms of unpredictable behavior); (e) exposure to extreme conditions and circumstances; (f) accidents involving other participants, event staff, volunteers, or spectators; (g) contact or collision with other participants, horses, and other natural or manmade objects; (h) adverse weather conditions; (i) facilities issues and premises conditions; (j) failure of protective equipment (including, but not limited to, helmets); (k) inadequate safety measures; (l) participants of varying skill levels; (m) situations beyond the immediate control of UPHA or Equine Activity management or staff; and (n) other undefined, not readily foreseeable, and presently unknown risks and dangers ("Risks"). **I understand that under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. (Chapter 99 E, North Carolina General Statutes). If applicable, I also state that I have no medical history that would be negatively affected by horseback riding.**
- Assumption of Risk.** I understand that the Risks set forth above may be caused in whole or in part, or result directly or indirectly, from the negligence of my own actions or inactions, the actions or inactions of others participating in the Equine Activity, or the negligent acts or omissions of the Released Parties defined below. I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses for I incur as a result of my participation in this Equine Activity. I also agree to be responsible for any injury or damage caused by me, my horse, my employee, my contractor, or anyone else under my direction and control at this Equine Activity.
- Waiver and Release of Liability, Hold Harmless, and Indemnity.** I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend, and hold

harmless the following parties: (a) UPHA (including, but not limited to, its officers, directors, agents or attorneys, assigns, employees, members, staff, or volunteers); (b) Equine Activity participants (including, but not limited to, athletes/riders, coaches, trainers, judges/officials, and all other personnel); (c) any show owner, licensee or competition managers; (d) any show promoters, sponsors, or advertisers; (e) the owners, managers, or lessors of the facility or premises where the event is held; (f) any charity or other organization affiliated with or benefiting from this Equine Activity; and all officers, directors, employees, agents, contractors, and volunteers of any of the aforementioned parties (individually and collectively the "Released Parties" or "Event Organizers"), with respect to any liability, claim, demand, cause of action, death, injury, damage, loss, expense (including, but not limited to, court costs and reasonable attorneys' fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in this Equine Activity, including claims for Liability caused, in whole or in part, by the negligent acts of the Released Parties.

5. **Complete Agreement and Severability.** This Agreement represents the complete understanding between the parties regarding these issues, and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. North Carolina law shall govern the interpretation and enforceability of this release.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY, AS WELL AS HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing this Agreement, I, as the participant (or as the Parent/Legal Guardian of the minor participant identified below), hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in this event. If, despite this Agreement, I or anyone on my behalf (or the minor's behalf) makes a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

Printed Name _____

Signature _____
(Parent or Guardian if Under 18)

Date _____