



WAIVER, RELEASE AND AGREEMENT

In consideration of being allowed to participate in the Lindsay Agricultural Society Summer Horse Show Series (LEX Express Gaming Series, LEX Horsemen's Association and LAS Hunter Jumper Summer Series), I hereby acknowledge that I have to hold a valid personal proof of insurance with a \$2,000,000 policy coverage. This proof of insurance will be submitted to the show office at each show for verification and riders' name must be named on the policy (Farm/OE). I hereby acknowledge and represent to the LAS Summer Horse Show Series that I understand that there are certain risks of serious injury or death inherent participating in equine events and related activities. I make this choice even though I have observed or participated in events of this kind in the past and know conditions, facilities, footing, animals and other exhibitors could possibly pose a danger to me. I recognize and expressly agree to assume the entire risk of any and all accidents or personal injury including serious paralysis or death, which I might suffer during my participation in said events. I further covenant and agree not to sue any participant in the LAS Summer Horse Show Series for any kind of injury, damages or death which may occur as a result of my or their participation in said events.

I understand that this document may be treated as a complete defense to any legal action I might bring against the LAS Summer Horse Show Series for any injuries or other damages I may suffer. I understand and acknowledge that this release and agreement not to sue extends to any or all claims I may have including but not limited to claims arising in said events, claims with respect to the design, maintenance, instructions, rules or procedures under which we use of said facilities or equipment are conducted or from any other cause whatsoever.

In consideration of being allowed to participate in the LAS Summer Horse Show Series, I and my heirs, successors, personal representatives and next of kin, hereby RELEASE, WAIVE DISCHARGE and agree to HOLD HARMLESS and INDEMNIFY the LAS Summer Horse Show Series, the Lindsay Agricultural Society, its committees, volunteers, stock contractors, sponsors, arena operators, owners, their agents or representatives (collectively referred to as the LEX Express Gaming Series, LEX Horsemen's Association and LAS Hunter Jumper Summer Series) from all liabilities and their personal representative, heirs, successors, and next of kin from all claims and liability for all loss or damages I may incur from and any claims on account of any injury to my person including death or damage to my property while I am utilizing the Lindsay Agricultural Society facilities or participating in the LAS Summer Horse Show Series events.

I UNDERSTAND THAT THE AGREEMENT NOT TO SUE EXTENDS TO ACCIDENT, INJURY AND OR DEATH OCCURRING DURING MY INVOLVEMENT WITH THE LAS SUMMER HORSE SHOW SERIES HOSTED BY THE LINDSAY AGRICULTURAL SOCIETY.

Any subsequent releases and agreements I might sign in the future shall amplify but shall in no way limit the provisions of this document.

I further state and certify that I have carefully read the foregoing release, know and understand the contents thereof and sign the release and agreement. Not to sue as a free and voluntary act. I am not relying on any statement or representation of any party released herein.

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WAIVER

1. I understand that it is my responsibility to ensure that I have entered the appropriate division and have all relevant qualifications. I accept all liability for entering the division as stated on the entry form.
2. I acknowledge that the sport of equine riding is a high-risk, potentially high-speed sport and that I am participating at my own risk and in full knowledge of the hazards and potential hazards which are inherent in this sport. I further acknowledge the inherent risk in riding and working around horses, which risks include bodily injury or death to both horse and rider which can result from normal use, competition or schooling. It is hereby recognized that no helmet or protective equipment can fully protect the competitor or horse against all injuries that may be suffered arising from the acknowledged risks. The use of a helmet camera securely mounted on otherwise approved headgear is an acknowledged risk and to elect to do so is a personal choice for which I assume all responsibility.
3. All competitors participating **under the age of 18 years (as of January 1st of the current year)** will be required to wear approved headgear. They will wear properly fitted, approved protection headgear complying with European (EN), British (PAS), North American (ASTM) and Australian/New Zealand testing standards. It is understood that competitors not meeting this requirement will not be allowed to compete at these competitions (or a medically-necessary helmet designed or approved for use with horses with proper medical documentation).
4. All competitors participating **over the age of 18 years (as of January 1st of the current year)** are strongly encouraged to wear approved protective headgear. If they opt against wearing properly fitted headgear, there will be an additional check box below requiring a signature declaring that you have read and understand the risks of participating in an equestrian sport without approved headgear (all potential hazards outlined in point 2).

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5. As an adult participant and in consideration of being allowed to participate in this event (or as an Owner or as the Person Responsible for the horse - as the case may be) I hereby assume all risks associated with participation or involvement in the event and I hereby release and save harmless the Organizing Committee, the Lindsay Agricultural Society and their officials, volunteers, Officers, Directors, agents, representatives, employees and independent contractors as well as the owners and occupiers of the land upon which the competition is held (the Released Parties) from all responsibility, liability or claims of any nature and kind which I may have against the Released Parties arising from my participation or involvement in this event or from my horses participation or involvement at this event, including but not limited to bodily injury or death to myself or my horse(s) and damage to property arising from any cause whatsoever, including the negligence of one or more of the Released Parties.
6. As a participant in the LAS Summer Horse Show Series, I will also read and abide by all Series Rules, livestock exhibitor code of conduct and concussion code of conduct as set out in the current rulebook. I further state that I will represent the organization and conduct myself in a positive and respectful manner.
7. I hereby understand that I have to provide the LAS Summer Horse Show Series with my insurance for each show for verification, if not, I could void my entries with no refund. \$2,000,000 proof of liability with the rider's name on insurance policy is needed.

HELMET WAIVER

I have read, been fully warned by the LAS Summer Horse Show Series and LAS Representatives that I should wear a properly fitted helmet in order to reduce some or all of the head injuries that could occur as a result of being associated with these high-speed, high-risk events. I realize that I could be subject to injury from participating in this event and I am exposing myself voluntarily.

By initialing this box and against the above advice (bullet point 4), I am refusing the critical safety precaution. I/We the undersigned have read the foregoing statement and do understand its warnings and assumption of risk.

Initial

I hereby declare that in making this entry that I have read and fully understand and agree to the terms and conditions stated herein and that it is binding upon my executors, heirs and assigns.

Name of Competitor: _____ (please print)

Signature of Competitor: _____ Date: _____

Date of Birth of Competitor: _____ (month/day/year)

Signature of Person Responsible (if different than the Rider or Owner named above): _____

If the Rider is UNDER THE AGE OF MAJORITY the contents of paragraph 4 above are not applicable. However, the parent/guardian of such Rider must also sign below.

The following is to be completed if the competitor is a minor under the laws of the province of Ontario. I declare that I am a parent or legal guardian of the above named minor. I have carefully read the foregoing RELEASE AND AGREEMENT NOT TO SUE. I know the representations made are true. I agree to be bound by the terms of the RELEASE AND AGREEMENT NOT TO SUE both personally and as a representative of the interest of the minor.

I acknowledge as the Parent/Guardian of the minor Rider that I have read and fully understand and agree with the terms and conditions stated in paragraph 1, 2, 3, 6 and 7 above on behalf of _____ (Rider), and myself.

Parent/Guardian Name: _____ (please print)

Parent/Guardian Signature: _____ Date: _____