

Bay Area Savvy Players – Participation Agreement

Assumption of Risk, Release of Liability, Promise Not To Sue,
Indemnity and Hold Harmless Agreement

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR DAMAGE TO PROPERTY. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

1. I understand and acknowledge that my voluntary participation in activities organized by or sponsored by Bay Area Savvy Players (hereinafter “BASP”) bears known and unknown or unanticipated risks which could result in injury, death, physical or mental illness or disease, or damage to myself, my horse, my property, spectators, and other third parties. Some of these risks are described below:

a. Horse handling, including but not limited to handling a horse from the ground, riding, mounting and dismounting, leading, feeding, grooming, and trailering, is a dangerous activity. Horses are unpredictable animals that may behave irrationally regardless of training or past behavior. A horse may, without warning or any apparent cause, buck, stumble, fall, spook, jump, rear, flip over, bite, kick, suddenly stop, accelerate, back up, or move to the side, make sudden movements, push or shove a person, collide with a person, another horse, or an object, or step on a person or object, all of which may cause injury or death to the rider, handler, spectators, or other third parties and/or cause damage or destruction of the horse or other property.

b. Participants in activities organized by or sponsored by BASP may encounter hazards such as wild and restrained or unrestrained domesticated animals including but not limited to horses, poorly maintained or improperly installed fencing or other facilities, uneven or slippery footing, equipment on and around horses such as saddles, bridles, halters, ropes, sticks and whips, objects such as tarps, balls, jumps, barrels, and the like, equipment on and around horses that may make noise, move, shift, loosen, or break, all of which may cause the behaviors and actions described in paragraph a or which may otherwise cause injury or death to the rider, handler, spectator, or other third parties and/or cause damage or destruction of the horse or other property.

2. I understand and acknowledge that BASP is a peer group and in the context of my participation in activities organized by or sponsored by BASP, no BASP director, officer, or member is acting as a professional or giving instruction. Accordingly, while participating in activities organized by or sponsored by BASP, my participation in any activity or task is voluntary, and I am the sole judge of the safety of my participation in any activity or task and of my fitness and my horse’s fitness to participate in any activity or task.

3. I voluntarily assume all risks, known and unknown, inherent in and related to my participation in activities organized by or sponsored by BASP.

4. In consideration of my participation in events organized by or sponsored by BASP, I hereby release BASP, its directors, officers, and members, their representatives, executors, heirs, and assigns from any claims of negligence, loss, liability, damage, or cost arising out of or related to (a) my participation in activities organized by or sponsored by BASP and/or (b) any acts or omissions of BASP, its directors, officers, and members, including but not limited to acts of negligence relating to handling horses or equipment, or directing activities.

5. I promise not to sue BASP, its directors, officers, and members, their representatives, executors, heirs, and assigns for any negligence, loss, liability, damage, or cost arising out of or related to (a) my participation in activities organized by or sponsored by BASP and/or (b) any acts or omissions of BASP, its directors, officers, and members, including but not limited to acts of negligence relating to handling horses or equipment, or directing activities. I agree to indemnify and hold harmless BASP, its directors, officers, and members, their representatives, executors, heirs, and assigns against any claims, demands, and causes of action, including court costs, and actual attorney fees, arising from any proceeding or lawsuit brought by me or prosecuted for my benefit, in which this Participation Agreement is upheld.

6. I agree that the foregoing assumption of risk, release of liability, promise not to sue, indemnity and hold harmless agreement is governed by the State of California and is intended to be as broad and inclusive as permitted by California law, and that in the event any portion of this Participation Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Participation Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND IT IS AN ASSUMPTION OF RISK, PROMISE NOT TO SUE, AND RELEASE OF LIABILITY AND INDEMNITY FOR ALL CLAIMS.

Signature: _____

Printed Name: _____ Date: _____

Signature: _____

Printed Name: _____ Date: _____

I, the undersigned parent or legal guardian of the above identified minor, in consideration of my minor's participation in activities organized by or sponsored by BASP, agree that the terms and conditions of this Participation Agreement shall be binding on me and my minor.

Parent/Legal Guardian Signature: _____

Printed Name: _____ Date: _____