

# WAIVER, INDEMNITY AGREEMENT, AND LIABILITY RELEASE - Utah

## READ CAREFULLY BEFORE SIGNING

I agree to this agreement with The National Pony Express Association who is a corporation (hereafter referred to as "**Association**") as a condition for its allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Association's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines, participate in any NPEA equine events, including, but not limited to, the annual Re-Ride, school or group educational presentations, qualifying practice rides or trail rides, parades, special events or historical reenactments and mochila exchanges, by either riding or acting in any capacity as support personnel. (All of these activities, individually and collectively, will be referred to as "**The Activities**" throughout this document.)

NAME (*Please print clearly*): \_\_\_\_\_

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: [Home] \_\_\_\_\_ [Work] \_\_\_\_\_ [Cell/Other] \_\_\_\_\_

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. \_\_\_\_\_ AGE: \_\_\_\_\_ 2. \_\_\_\_\_ AGE: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

All parts of this document apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this document.]

### **IT IS AGREED AS FOLLOWS:**

1. I understand that although I am signing this document today, I intend for this document to be valid and binding now and at all times in the future when I engage in any or all of **The Activities** at any location.

2. **Risks.** I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example: those dangers or conditions which are an integral part of equine or livestock activities, which may include: (a) the propensity of the equine animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals, equines, or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine animal or not acting within his or her ability. ***I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this document. I am NOT relying on Association to list all possible equine-related risks in this document or any time, now or in the future.***

INITIAL HERE: \_\_\_\_\_ **3. WAIVER AND LIABILITY RELEASE:** As lawful consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/children or legal wards) agree to each of the following:

(a) Association and its respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, volunteers, sponsors, groups and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any losses, injuries, or damages that I (which includes the signer and signer's minor child/children or legal wards) may sustain as a result of engaging in any of The Activities at any time or at any location; and

(b) I/we fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, a violation of a state Equine Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. The term "damages" means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This document is intended to apply and be binding regardless of whether I/we am/are riding, driving, handling, or near equines. In accordance with Utah law, however, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by gross negligence or wanton and/or willful misconduct on part of Association or the Released Parties.

INITIAL HERE: \_\_\_\_\_ **UTAH EQUINE ACTIVITY LIABILITY ACT NOTICE:** Pursuant to the Utah Equine Activity Liability Act, § 78-27b-101, et seq., it shall be presumed that participants in equine or livestock activities are aware of and understand that there are inherent risks associated with these activities. An equine activity sponsor, equine professional, livestock activity sponsor, or livestock professional is not liable for an injury to or the death of a participant due to the inherent risks associated with these activities. "Inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include:

(a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;

(b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals;

(c) collisions with other animals or objects; and

(d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

INITIAL HERE: \_\_\_\_\_ **4. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my/our participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **Association** or by others on its behalf.

**5. ASTM/SEI Helmet/Headgear.** I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. I am NOT relying on **Association** to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. **If I choose to wear a helmet, if I choose not to wear a helmet, and the type of helmet that I may wear are my decisions.**

6. **Emergencies.** Person(s) to Contact in Case of Emergency: Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

7. Utah law applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This document can only be modified in writing and signed by me and the current NPEA Utah State Division President (on behalf of **Association**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

8. **ALSO, I REPRESENT (please initial and check each box below):**

\_\_\_\_\_  I AM AT OR OVER 18 YEARS OF AGE;

\_\_\_\_\_  I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT;

\_\_\_\_\_  I HAVE READ THIS ENTIRE DOCUMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;

\_\_\_\_\_  I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;

\_\_\_\_\_  BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/CHILDREN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND

\_\_\_\_\_  ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_ DATE : \_\_\_\_\_

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

\_\_\_\_\_ DATE : \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_ DATE : \_\_\_\_\_

**ACCEPTED BY:**  
**"ASSOCIATION" REPRESENTATIVE (Utah Division President)**

SIGNATURE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_