

SALT RIVER VAULTERS

715 W Silverdale Rd.
San Tan Valley, AZ 85143

SALT RIVER VAULTERS RELEASE OF LIABILITY OWNER/RIDER/VAULTER

WITNESS THIS AGREEMENT this _____ day of _____, 20___, by and between Salt River Vaulters/Kadriya Musina-Sallus/Jarred Sallus, located at 715 W Silverdale Rd. San Tan Valley, AZ 85143, hereinafter referred to as MANAGER and _____, hereinafter referred to as RIDER/VAULTER. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Rider/Vaulter, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 such participant's ability.

Rider/Vaulter acknowledges that horses, by their very nature are unpredictable. Rider/Vaulter assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider/Vaulter agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time. Rider/Vaulter further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider/Vaulter. Rider/Vaulter assumes all risks therefor and warrants a full and fair disclosure of Rider's/Vaulter's abilities has been made to Manager.

Rider/Vaulter expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Manager or its representatives, agents or employees.

WARNING

An equine owner or an agent of an equine owner who regardless of consideration allows another person to take control of an equine is not liable for an injury to or the death of the person if:

1. **The person has taken control of the equine from the owner or agent when the injury or death occurs.**
2. **The person or the parent or legal guardian of the person if the person is under eighteen years of age has signed a release before taking control of the equine.**
3. **The owner or agent has properly installed suitable tack or equipment, or the person has personally tacked the equine with tack the person owned, leased or borrowed. If the person has personally tacked the equine, the person assumes full responsibility for the suitability, installation and condition of the tack.**
4. **The owner or agent assigns the person to a suitable equine based on a reasonable interpretation of**

the person's representation of his skills, health and experience with and knowledge of equines.

2. Rider/Vaulter agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's/Vaulter's use of or presence upon the property of Manager and the facilities located thereon.

3. In the event Rider/Vaulter is using Rider's/Vaulter's own horse, or a horse(s) not owned by Manager, Rider/Vaulter warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider/Vaulter agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$2,000 for damages such as pain and suffering.

5. Rider/Vaulter agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

All riding/vaulting adults must sign this form. Riders/vaulters on a single release must live at the same address.

Rider/Vaulter Printed Name 1. _____ 2. _____ 3. _____ 4. _____	Minor Y/N _____ _____ _____ _____	Rider Address (All riders/vaulters on a single form must live at the same address) _____ _____ _____ _____
Adult Rider/Vaulter Phone Number and email 1. _____ 2. _____ 3. _____ 4. _____		Rider/Vaulter Known Medical Conditions 1. _____ 2. _____ 3. _____ 4. _____

Rider/Vaulter 1 Signature

Rider/Vaulter 2 Signature

Rider/Vaulter 3 Signature

Rider/Vaulter 4 Signature

Parent/Guardian Printed Name

Parent/Guardian Signature

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COVID-19 ACKNOWLEDGEMENT OF RISK AND ACCEPTANCE OF SERVICES REQUIRED FOR ALL STAFF, CONTRACTORS, VOLUNTEERS, PARTICIPANTS and VISITORS

I, _____, am aware of the risks of contracting or spreading Covid-19 while working or volunteering at Salt River Vaulters attending an event; and/or receiving face-to-face services from Salt River Vaulters during the time of a pandemic outbreak, until further notice.

I am aware that face-to-face services and experiences increase my risk of contracting and passing on the Covid-19 and agree to hold harmless Salt River Vaulters and it's staff members, officers, managers, agents, employees and all other individuals I may come in contact with during this interaction and receiving of services, providing services, attending an event or volunteering within this organization. I am aware of the options that may be available for remote services including, telephonic and video telehealth during this pandemic outbreak. I agree to and will follow all guidelines for personal hygiene, personal safety and public safety as recommended by Salt River Vaulters as well as my individual provider/practitioner. This may include, but is not limited to, waiting in my vehicle and/or home until I am asked to enter the building/farm; maintaining social distance (6 ft of distancing between each other); washing my hands prior to and following each session or activity; use of hand sanitizer upon request; wiping down surfaces with disinfecting wipes and/or wearing a protective medical mask and/or gloves. In addition, I agree to follow all posted rules and regulations.

I also acknowledge and accept the new guidelines for eligibility in light of the pandemic, and agree to comply if and when myself or my dependents are not eligible for participation. In addition, I agree to follow all posted rules and regulations, as well as to complete updated required paperwork and annual updates prior to returning for services.

I agree not to enter Salt River Vaulters, should I have personally exhibited or have been in contact with someone who has presented with illness within the previous 2 weeks, including but not limited to: cough, sneezing, fever, chest congestion or additional signs of potential spread of any virus or bacteria/disease. In addition, I will follow the recommendations of my provider once I have notified them of these risks in regard to my future services or attendance during this pandemic.

I understand that Salt River Vaulters will engage in regular cleaning and sanitizing of the facility, horse tack, grooming supplies and office, doors, and frequently touched areas in-between clients and on a daily basis as recommended by the CDC for the safety of clients, employees, volunteers and horses.

I am signing under my own free will and agree to follow these and hold harmless all individuals associated with or through my services acquired from or activities at Salt River Vaulters.

BY SIGNING BELOW, I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT.

(In the event that the participant named above is under the age of 18, the signature of a parent or guardian is required.)

SIGNATURE: _____ DATE: _____

Printed Name: _____ Contact Phone #: _____

Parent/Guardian

If participant is a minor, parent or guardian must sign as well.

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WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the Salt River Vaulters (“the SRV”) allowing me, the undersigned, to participate in any capacity (including as a vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in an SRV sanctioned or approved event or activity, including but not limited to clinics, practices, fests, competitions and/or related or incidental activities (“SRV Event” or “SRV Events”); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and or assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the “Agreement”):

A. **RULES AND REGULATIONS:** I hereby agree to be bound and abide by the rules, regulations, and policies of the SRV and on the website at www.saltrivervaulters.com, as amended from time to time.

B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian vaulting and know that equestrian vaulting (individually and as a pair/team), and related equestrian activities and/or gymnastic activities are inherently dangerous, including practicing on a barrel, doing acrobatic exercises (individually and as a pair/team), and that participation in any SRV Event(s) involves risks and dangers including, without limitation: the potential for serious bodily injury (including, without limitation, broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including to my horses & equipment), accidents arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the SRV and SRV Event organizers and or competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively, the “Risks”).

C. **EQUINE ACTIVITY LIABILITY ACT WARNING: CAUTION! EQUINE ACTIVITIES CAN BE DANGEROUS. PARTICIPATE AT YOUR OWN RISK.** Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

D. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks 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 SRV Events, or the negligent acts or omissions, including but not limited to gross negligence, of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any SRV Events. I also agree to be responsible for any injury or damage caused by me, my horse, my volunteers, employees, vaulters, lungers, or contractors under my direction and control at any SRV Event.

E. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in any SRV event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the SRV, any SRV subordinate, SRV club, members, SRV event participants (including athletes/vaulters, coaches, trainers, judges/officials, and other personnel), the event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any SRV Event; any beneficiary of an SRV event; the owners, managers, or lessors of any facilities or premises where a SRV Event may be held; and all directors, officers, 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(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”) which may arise out of,

result from, or relate in any way to my participation in the SRV Events, including claims for Liability caused in whole or in part by the negligent, gross or otherwise, acts or omissions of the Released Parties. I agree that I am not entitled to any refund of any money paid by me or on my behalf for my or my minor child's participation in any SRV Event(s) unless expressly specified otherwise.

F. **PHOTO RELEASE.** I give my permission the SRV to use my and/or my minor child's photo or image and/or videotaping and/or artwork for use in general information, promotional materials, YouTube, Facebook, and any other marketing activities or promotional materials as the SRV exclusively determines without limitation. All photos, videos, images, etc. loaded onto the SRV's website or posted on any SRV social platform become the sole property of the SRV for the SRV's use, distribution, benefit, and determination.

G. **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** 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, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

H. **VOLUNTARY AND KNOWING CONSENT. I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.** I expressly agree that the foregoing assumption of risk, release of claims and indemnity are intended to be as broad and inclusive as permitted by law and do hereby voluntarily and knowingly agree to the same. This agreement may be electronically signed, and any electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

PARTICIPANT (Signature): _____ **Date:** _____

PARTICIPANT (Print Name): _____ **DATE OF BIRTH:** _____

Participant Address: _____

IF PARTICIPANT IS A MINOR: By signing below, I, on my own behalf, and or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any SRV 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.

SIGNATURE OF GUARDIAN OR PARENT: _____ **Date:** _____

PRINT NAME OF GUARDIAN OR PARENT: _____

Address(if different): _____

Phone: _____ **Email:** _____