



PARTICIPANT INFORMATION & RELEASE FORM

Date _____

Riders Name _____

Address _____ City _____ State _____ Zip _____

Home Phone _____ Work/Cell Phone _____ Email _____

If rider is 18 years of age or younger:

Parent's names _____ Riders Age: _____

Assumption of Risk Waiver and Release of Liability

I, _____, (hereafter, "Participant", includes participant's parent or legally appointed Guardian, if a minor) freely and voluntarily seek to participate in any or all lessons, training programs, clinics, activities, educational programs, trail rides, horse shows, and/or events (hereafter "Activities") produced or sponsored by Pegasus Event Center, LC and/or JT Training, LLC together with each entities' employees, owners, managers, members, agents, representatives, trainers, volunteers or designated officials as well as owners of the property on which the activity takes place (hereafter "Organizer").

In consideration of Organizer allowing Participant to participate in the Activities, now and in the future, Participant agrees as follows:

- Acknowledgment of Inherent Risks of Equine Activities/Assumption of Risks.*** Pursuant to the Utah Equine Activity Liability Act, U.C.A. §78B-4-201 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. "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 but is not limited to, the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; collisions with other animals or objects; or 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. *Participant is not relying on Organizer to list within this document all possible inherent risks or all risks of participating in any of the Activities at any location.* Participant further understands that jumping horses or ponies is a particularly dangerous activity and serious injury or death of riders or horses is possible.
- Waiver and Release of Liability.*** With full knowledge and appreciation of these and other inherent risks associated with equine activities, Participant freely and voluntarily assumes the risks of the equine activities. In this connection, Participant also voluntarily agrees to waive any and all rights to sue and hereby releases and holds harmless, from any liability, loss, claims, or actions for injury, death or damage to person or property resulting from the inherent risks of the activities, or resulting from any action or inaction by the Organizer. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Organizer and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither

Participant nor Participant's representatives shall make any claim against, maintain an action against, or recover from Organizer or others acting on Organizer's behalf for injury, loss, damage or death of the Participant, to the Participant's horse, or the Participant's personal property regardless of ordinary negligence by the Organizer or regardless of an alleged violation of an applicable equine activity liability law.

3. **Miscellaneous.** This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable law, only that clause will be void but the remainder shall stay in full force and effect.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT IT IS A RELEASE OF CLAIMS AND THAT I AM ASSUMING RISKS INHERENT TO MY PARTICIPATION, AND I AGREE TO BE FULLY BOUND BY ITS TERMS.

DATE _____ SIGNATURE _____

SIGNATURE OF PARENT/GUARDIAN _____
(If rider is 18 years of age or younger, **both** signatures are needed)

PHOTO RELEASE _____ I consent to and authorize _____ or _____ I do not consent to nor authorize the use and reproduction by Pegasus Event Center LC of any and all photographs and any other audiovisual materials taken of me for promotional printed material, educational activities, exhibitions, video display, website or reproduction, or for any use that might benefit the event center.

DATE _____ SIGNATURE _____

SIGNATURE OF PARENT/GUARDIAN _____
(If rider is 18 years of age or younger, parent or legal guardian signature)