

FREEMAN FARMS/ELEMENTAL FARMS/EQUISTAR SHOWS
RELEASE, ASSUMPTION OF RISK, WAIVER & INDEMNIFICATION
THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS - CAREFULLY READ THIS DOCUMENT

Page 1 of 2

I agree to indemnify and save and hold harmless Equistar Inc. dba Equistar Horse Shows AND Elemental Farms LLC AND Freeman Farms; AS WELL AS Norm Freeman, Lynne Trener, Diana Goddard, and the Owners, Officers, Directors, Agents, Personnel, Volunteers, Sponsors and Employees of EQUISTAR, ELEMENTAL FARMS LLC AND FREEMAN FARMS (hereinafter "EQUISTAR") from and against any and all losses, claims, actions, or proceedings of every kind, nature or description which may be presented or initiated at any time hereafter to recover money, property, or damages for any injuries or death to persons or animals, or any damage to property arising directly or indirectly from my participation in any of the horse or farm related activities at EQUISTAR or my presence at EQUISTAR. This includes, but is not limited to, use of any horses/equines on the property whether or not owned by or under the supervision of EQUISTAR.

1. *Acknowledgement of Inherent Risks of Equine Activities; Assumption of Risk.* I AM FULLY AWARE AND ACKNOWLEDGE THAT ACTIVITIES WITH HORSES AND ON A WORKING FARM INVOLVE INHERENT DANGEROUS RISKS OF ACCIDENT, LOSS, AND SERIOUS BODILY INJURY INCLUDING, BUT NOT LIMITED TO, BROKEN BONES, HEAD INJURIES, SPINAL INJURIES, TRAUMA, PAIN, SUFFERING, OR DEATH (hereinafter "HARM"). I am aware that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving EQUISTAR. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to:* (a) the propensity of an equine or other 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's reaction to such things as loud and sudden sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other participant to act in a negligent manner that may contribute to injury to the participant, me, or others, such as failing to maintain control over an equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may cause injury or harm to an exhibitor or other persons or animals in the vicinity. I AM ALSO AWARE THAT EQUISTAR IS A WORKING FARM WITH DANGEROUS EQUIPMENT, UNEVEN SURFACES AND IRRIGATION PONDS. *I am not relying on EQUISTAR to list within this document all possible inherent risks or all risks of participating in or attending its activities. With full knowledge and appreciation of these and other inherent risks associated with equine, show and/or farm activities, I freely and voluntarily assume the risks of my activities at EQUISTAR.*

2. *Waiver and Release of Liability.* I also voluntarily agree to waive any and all rights to sue and hereby release EQUISTAR from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of equine/farm activities, or resulting from any action or inaction by EQUISTAR. This waiver and release is effective even if the injury, death or damage to person or property is caused, or contributed to, by actions or failure(s) to act of EQUISTAR and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither MYSELF NOR MY RELATIVES, REPRESENTATIVES, AGENTS or HEIRS shall make any claim against, maintain an action against, or recover from EQUISTAR or others acting on their behalf for injury, loss, damage or death of the MYSELF, to the MY HORSE, or to MY PERSONAL PROPERTY (*regardless of ordinary negligence by EQUISTAR or regardless of an alleged violation of an applicable equine activity liability law*). I acknowledge that if I am married, my spouse is aware of my involvement in this horse related activity and that he/she consented to the terms and conditions of this Agreement.

3. *Indemnification.* I AGREE to indemnify (that is, pay any losses, damages, or costs incurred by) EQUISTAR with respect to claims made by others for any HARM or property damage caused by ME, my agents, employees, associates, invitees or my animal(s) at EQUISTAR

4. *Attorney's Fees and Costs.* The undersigned will pay all attorney's fees and costs incurred by EQUISTAR in defending any claims brought.

If I am a parent or guardian of a junior participant at EQUISTAR, I consent to my child's participation and AGREE to all of the provisions on this document and AGREE to assume all of the obligations of this RELEASE, ASSUMPTION OF RISK, WAIVER, INDEMNIFICATION & ATTORNEY'S FEES on the child's behalf. *UNDER PENALTY OF PERJURY, I STATE THAT I HAVE AUTHORITY AS A PARENT OR LEGAL GUARDIAN TO SIGN ON MINOR'S BEHALF.*

By signing this Agreement, I acknowledge that I have read, understand, and agree to the above. Date: _____

Exhibitor or Parent/Legal Guardian

Owner/Agent

Trainer/Coach

Signature: _____

Signature: _____

Signature: _____

Print: _____

Print: _____

Print: _____

ARS 12-553. Limited liability of equine owners and owners of equine facilities; exception; definitions

A. 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.

B. Subsection A does not apply to an equine owner or agent of the equine owner who is grossly negligent or commits wilful, wanton or intentional acts or omissions.

C. An owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine with or without the owner's permission is not liable for injury to or death of the equine or the rider or handler.

D. Subsection C does not apply to an owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine if either of the following applies:

1. The owner, lessor or agent knows or should know that a hazardous condition exists and the owner, lessor or agent fails to disclose the hazardous condition to a rider or handler of an equine.
2. The owner, lessor or agent is grossly negligent or commits wilful, wanton or intentional acts or omissions.

E. As used in this section:

1. "Equine" means a horse, pony, mule, donkey or ass.

2. "Release" means a document that a person signs before taking control of an equine from the owner or owner's agent and that acknowledges that the person is aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for his own safety and welfare and releases the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits wilful, wanton or intentional acts or omissions.

SHOW/FACILITY RULES

1. EQUISTAR reserves the right to refuse service to anyone for any reason; to accept, reject, or cancel any entry; and, to limit entries.
2. EQUISTAR reserves the right to add, cancel, or consolidate classes; and/or cancel shows at any time and for any reason. Equistar management reserves the right to cancel shows at any time before or during a show due to extenuating circumstances such as inclement weather. Shows canceled for inclement weather will not be re-scheduled. Any year end award classes that have taken place prior to canceling the show will receive points.
3. EQUISTAR reserves the final and absolute right to interpret all rules and regulations, arbitrarily settle and determine all matters, questions and differences in regard to or arising out of or connected to any EQUISTAR show, and the right to amend or to add to these rules as it is determined necessary. Any exhibitor who violates these rules will forfeit all entry fees, privileges, premiums and awards, and EQUISTAR shall have the full power to exclude the violator from further participation in the show and/or future EQUISTAR shows.
4. Each entry is judged to its breed standards to the best of the judge's ability. Equistar shows are designed to be both competitive and educational, therefore, it is Equistar policy that entries are not disqualified unless the animal, exhibitor (or individual associated with the exhibitor) or tack present a danger. Rather, the judge will place the entry lower and inform the exhibitor as to the infraction. It is within the absolute authority of Equistar management and the judge to implement this policy. Also, it is Equistar policy to be inclusive where possible. Donkeys and mules are permitted in any all-breed class in which they can perform the requisite gaits. Gaited horses are permitted in any all-breed class and may perform their intermediate gait where the trot/jog is called for. They must perform the canter/lope if required.
5. The reputation and ability of a judge is considered during the selection process. Judges may explain their placings. This is part of the educational process which assists exhibitors to improve their performance and breeders to improve their stock. The decisions of the judges are final. EQUISTAR accepts no responsibility for decisions of the judges. Judges have the discretion to excuse any horse that appears sore or lame.
6. Exhibitors are hereby notified that any unethical, discourteous, or unsafe act by them, their riders, drivers, handlers, grooms, trainers, invitees or agents shall disqualify their entry and the owner shall forfeit any fees or charges as well as prizes/money which he or she may have won at that show. **WITHOUT BEING HELD LIABLE FOR DAMAGE OF ANY KIND, EQUISTAR shall have the full power to exclude the offending individual(s) from further participation in the show and/or future EQUISTAR shows, and to have the individual(s) removed from the grounds. THIS SHALL BE ACCEPTED AS A CONDITION OF ENTRY.**
7. No competition numbers shall be released by the Show Office until the Entry Form is complete and all necessary paperwork has been provided. A signed open check or Driver's License **MUST** be left with the Show Office for fees accrued during the show. Please remember to close out your account before you leave the show grounds. You may pay by cash or check payable to Elemental Farms LLC.
8. All adds, scratches, and changes should be made at the Show Office at least one class prior to the effective add, scratch, or change.
9. To be eligible for points, the horse must have entered, shown, and been judged in any class in its division or any class specified as a prerequisite. To be shown and judged in any class in which animals compete together, an animal must perform in all required gaits both ways of the ring in the original workout and must remain in the ring up to the point of the judge excusing it.
10. A novice horse is a horse that has won fewer than 3 blue ribbons at any show (a show does not count if the horse was the only entry in the class); a novice rider is a rider who has won fewer than 3 blue ribbons (again, a show does not count if the rider was the only entry in the class). This is on the honor system.
11. For safety purposes, headers are permitted in all driving classes.
12. Wire wheels are permitted in all driving classes.
13. There will be a \$50 service fee charged on all returned checks. No check will be processed through the bank a second time and must be covered by a money order, cashier's check or cash, in addition to the service fee. **NO REFUNDS.**
14. Premiums, Prizes, Awards and class pointing can be found at www.equistarshows.com.
15. EQUISTAR reserves the right to use any and all photographs and films taken during any Equistar show. Exhibitor hereby agrees to EQUISTAR's use of his/her image and likeness and that of his/her animal for publicity and advertising purposes.
16. No dogs permitted due to insurance.
17. Facility rules will be followed at all times.
18. **HELMETS ARE REQUIRED. IF YOU ARE 18 & OVER, YOU MAY MAKE THE HELMET REQUIREMENT OPTIONAL BY SIGNING THE HELMET WAIVER ON THE ENTRY FORM.**
19. **UPON ENTERING THE ARENA PARTICIPANT ACCEPTS ARENA CONDITIONS.**