



Southeast Virginia Dressage Association (SVDA)

2020 Clinic Entry Form

Complete the following Information | One Entry Per Horse/Rider Combination

Lora Gibson

19 Beverly Hills Dr., Newport News, VA 23606

lorahowgib@gmail.com

Received Date: _____

Payment: _____

Coggins: _____

Please enter the following information:

| | | | | | |
|---------------------------|--|---|--|-----------------------|--|
| Rider's Name: | | Horse's Name/ Mare/Gelding/Stallion: | | Clinic Date: | |
| JR/AA/O: | | Breed/Age: | | Contact Phone: | |
| E-Mail Address | | | | | |

Do you have a Hold Harmless (Rider) Agreement on file with the property owner where this clinic will be held? Yes/ No
Please include current Coggins with application.

Clinician/Instructor Name: Lehua Custer, L Grad with Distinction

Please note any special time requests or restrictions:

Current level of riding/training:

Are you flexible on ride time(s)? Yes/No _____

Where are you trailering from? _____

Please include a check made payable to SVDA in the amount of \$135.00

Cancellation policy goes into effect 10 business days before the clinic and refunds will not be permitted for any reason. You may only secure a refund inside the 10 day window if you are able to secure a replacement rider to fill your slot.

SOUTHEAST VIRGINIA DRESSAGE ASSOCIATION ("SVDA") RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

The undersigned, as a Participant/Spectator/Visitor/Guest/Client (collectively "Participant"), on his/her own behalf and, if applicable, as the Parent(s)/Legal Guardian(s) of the minor Participant(s) listed below (minor(s) included as "Participant"), for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement ("Agreement"):

1. Assumption of Risk and Waiver: Participant understands and accepts the intrinsic risks of engaging in Equine Activities (as defined below), while mounted or unmounted, as well as merely being near a horse, mule, or pony (collectively "equine"), include, but are in no way limited to: (i) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them (i.e. jump, run, kick, buck, bolt, spin, rear up, strike, bite, etc.); (ii) the unpredictability of an equine's reaction to such things as sounds (i.e. machinery, equipment, doors opening and closing, rain, ice, snow, wind, thunder, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects (jumps, poles, cones, flowers, flags, golf carts, mini-bikes, water, banks, rocks, etc., and training devices such as whips, bats, spurs, etc.), persons, or other animals (i.e. loose or contained dogs, chickens, birds, deer, etc); (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; (v) the potential of a participant acting in a negligent manner that may contribute to injury to the Participant or others, such as failing to maintain control over the equine, or not acting within the participant's ability; and (vi) the possibility that riding and training tack and equipment may contribute to or cause injury to Participant. Participant agrees that engaging in Equine Activities under this Agreement includes, but is in no way limited to, those defined in the Virginia Modified: December 29, 2015 www.southeastvirginiadressage.org Equine Activity Liability Statute, as well as riding one's own equine or another's owned equine, petting, leading, feeding, watering, bathing, watching, transporting, and otherwise interacting with or merely being in the vicinity of equines ("Equine Activities").

Participant understands the injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engaging in Equine Activities or just being near an equine, that equines are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Participant is not relying on Released Parties (as defined below) to list all possible equine- related risks. Participant acknowledges understanding the USEF Rules about protective equipment, understands that he/she is entitled to wear protective equipment without penalty,

and acknowledges that he/she is strongly encouraged to do so while warning that no protective equipment can guard against all injuries. **Participant therefore agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers intrinsic in Equine Activities,** agrees to inspect and remain responsible for the condition and proper adjustment of Participant's tack and equipment, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's medical expenses, and waives Participant's right to any claims arising from participation in or observation of any Equine Activities, riding a horse belonging to Participant or someone else, whether on or off the property where the horse is stabled and/or transported to, being near a n equine, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by the following referred to in this Agreement as "Released Parties:" SVDA, and its members, managers, partners, officers, directors, assigns, agents, employees, volunteers, guests, visitors, invitees, independent contractors, clinicians, trainers, other owner(s) of real estate upon which the injury occurred, and others acting on their behalf, regardless of whether or not Participant's presence on the real property is related to equines or Equine Activities.

2. **Release, Hold Harmless, Indemnification:** Participant agrees to release and hold Released Parties harmless for any illness, injury, death, damage, or other loss (collectively "Loss") incurred, by Participant or Participant's property, unless caused by the Released and Held Harmless Parties' intentional or willful and wanton misconduct. Participant agrees to indemnify Released Parties against any Loss sustained or suffered by any third party, whether caused by Participant directly or indirectly, through negligence or other wrongdoing, and Participant agrees to indemnify Released Parties for Released Parties' incurred attorneys' fees for pursuing or defending against any such Loss.

3. **Governing Law and Time Limitation:** This Agreement shall be construed and enforced in accordance with the laws of the State of Virginia. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Suffolk, Virginia. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Participant agrees that any and all claims and/or causes of action for Loss by Participant against the Released Parties must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$500.00 (Five Hundred Dollars).

4. **Attorneys' Fees:** Participant agrees to reimburse Released Parties for any attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims involving, or in any way relating to, Participant.

5. **Participant Certification:** Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

PLEASE FILL OUT COMPLETELY AND SIGN BELOW:

Date: _____ Signature: _____

Printed Name: _____ Address: _____

Phone/Email: _____

If Participant is a Minor, Signature Addt'l Parent: _____

Participant Signing on my own behalf, and, if applicable, on behalf of my minor child participant

Owner Signature: _____ Date: _____ Printed Name: _____

Emergency Contact Name and Phone: _____

Minor Participant's Name and Date of Birth: _____

Additional Minor Participant's Name(s) and DOB: _____