



Paperwork

Organizer Waiver (Minor)

November 25, 2021

The Pegasus App
Document Sender : Pegasus App LLC



Organizer Waiver (Minor)

AGREEMENT FOR RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION COMMITMENT

I

I, (from here on known as "THE UNDERSIGNED"), legal guardian of (from here on known as "RIDER") in consideration for the right to participate in Horseback Riding Activities at (from here on known as the "HOST"), located in the general vicinity of does hereby provide this Agreement for Release, Waiver of Liability and Indemnification Commitment (from here on known as the "AGREEMENT"), and represent(s) and agree(s) as follows:

1. I, THE UNDERSIGNED, have inspected those facilities at the HOSTS property that I desire to utilize, including the parking areas, dressage ring, the stadium jumping area, and the cross-country course (collectively, the "HOSTs Property") and am thoroughly familiar with the conditions and potential hazards of all of these facilities. I have inspected each jump that I will school and am familiar with its design and status, and with the footing and other physical conditions around and near each such jump. I have assessed the presence of medical personnel, or lack thereof, present at HOSTs property, deem that level to be acceptable, and understand that I shall be responsible for my own medical care, assistance and expenses.

2. I, THE UNDERSIGNED, on behalf of myself, my heirs, guardians and legal representatives, fully understand that horse riding activities are by their nature very dangerous activities. Horseback riding is classified as a rugged adventure recreational sport activity and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. The term "Horseback Riding Activities" as used herein includes all riding and handling of horses, ponies, mules, or donkeys, whether mounted or on the ground, including but not limited to taking lessons, or participating in competition, as well as all other activities associated the riding, handling and competing of horses.

3. I, THE UNDERSIGNED, understand that in any Horseback Riding Activity I and/or my horse may be injured as a result of my negligence, the negligence of others, or due to fault of no one, and that horses, even when well trained, can be unpredictable and difficult to control. I accept and assume all risks of injury (even death) to me and my property.

4. I, THE UNDERSIGNED, understand that, upon mounting a horse, the rider is in primary control of the horse. I agree that I shall be responsible for the safety, of myself, my horse and other persons and their property, and I will take all reasonable precautions to protect against injury when participating in any Horseback Riding Activities.

5. I, THE UNDERSIGNED, understand that participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

6. I, THE UNDERSIGNED, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

7. I, THE UNDERSIGNED, willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

8. I, THE UNDERSIGNED, agree to wear ASTM-approved protective headgear when riding at the HOSTs property. I agree to comply with all applicable rules for use of HOSTs property.

9. I confirm that I, the UNDERSIGNED, have read and agree to all details, statements, instructions and warning outlined in below paragraph ten (10) of this AGREEMENT.

10.



11. By my signature below, I, THE UNDERSIGNED, on behalf of myself, my heirs, guardians and legal representative, release, exculpate and agree to indemnify and defend all owners of HOST, be they direct or indirect; all family members of HOST owners, (collectively, "HOST Owners"); and all heirs, devisees and other beneficiaries of all HOST Owners; and all of their officers, members, member families, employees, heirs and assigns, (collectively, the "Releasees") against any claim of loss, injury, damage or other harm, of any nature, to the fullest extent permissible by applicable law, to myself, my horse or to third parties as a result of my Horseback Riding Activities.

12. Neither I, THE UNDERSIGNED, nor anyone on behalf of myself, my heirs, guardians or legal representative, shall bring any claim, demand, action or litigation, of any nature, against any Releasee for any economic or non-economic loss due to bodily injury, death, property damage or any other damage sustained by me and/or my minor child associated with any Horseback Riding Activities at HOSTs Property. Should anyone make any claim because of any injury to me (including death), I (or my representatives) will indemnify those who are released by this AGREEMENTS, and I agree to pay reasonable attorneys' fees, in addition to other damages, should I breach any part of this AGREEMENT.

13. This AGREEMENT shall be legally binding upon each of the signatories below, my heirs, guardians and legal representative and any third parties who may otherwise have claims due to their contractual or other relationship with any signatory.

14. I understand that this document is equal to the entire AGREEMENT between the parties. This lease may not be modified or amended in any manner except by an instrument in writing executed by the parties.

15. I confirm that I, THE UNDERSIGNED, understand that this document is being provided to me by Pegasus App LLC for my convenience and in no way involves, includes or infers inclusion of the Pegasus App LLC in any actions, events or activated related to this AGREEMENT.

16. I confirm that I, THE UNDERSIGNED, agree that in the event that a civil, criminal or common law suit arises from actions, activities, misunderstandings or events, pertaining to this AGREEMENT, I indemnify Pegasus App LLC of any and all liability and/or involvement in the law suit, including prosecution in said law suit

17. I confirm that I, the UNDERSIGNED, understand that this agreement shall be governed by the laws of the State of , provided however, the parties agree to required Mediation and Arbitration of any disputes relating to this transaction. Any legal action commenced to enforce or interpret this AGREEMENT shall be brought in state or federal courts with the appropriate jurisdiction, located in (City) (State). The parties hereto consent to both venue and jurisdiction.

18. I confirm that I, the UNDERSIGNED, have read the applicable state warnings and/or provisions set forth in paragraph nineteen (19), that correlates with the state listed in paragraph seventeen (17) of this AGREEMENT.

19.

20. ACKNOWLEDGEMENT OF UNDERSTANDING. I UNDERSTAND THIS IS A LEGAL DOCUMENT AND THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY. I UNDERSTAND I HAVE THE CHOICE NOT TO SIGN THIS AGREEMENT, AND THEREFORE NOT TO UTILIZE HOSTS PROPERTY. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE ANY OF THE RELEASEES. I FURTHER ACKNOWLEDGE THAT I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, INCLUDING THAT DUE TO ORDINARY NEGLIGENCE BY THE RELEASEES TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF (CITY) (STATE).

21. I the UNDERSIGNED, confirm that ENTRANT is single entrant in the event that this AGREEMENT pertains to, and understand and accept responsibility for any and all events or issues that arise around ENTRANTS participation in said event, including responsibilities that are usually the responsibility of the 'Rider', 'Trainer', 'Owner' and 'Coach' of the horse, or horses, ENTRANT is riding in this event.

Guardians Name:

Date:

Signature:



X



Signature Certificate

Document name: Organizer Waiver (Minor)

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LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

April 13, 2021 3:49 pm EST

Audit

Organizer Waiver (Minor) Uploaded by Pegasus App LLC
- hello@thepegasus.app IP 68.202.39.58



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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