



**MINNESOTA ARABIAN HORSE BREEDERS, INC,
FALL FESTIVAL HORSE SHOW, MEDALLION
STALLION AUCTION AND PERFORMANCE
FUTURITIES**

(Hereinafter collectively referred to as MAHB)

ASSUMPTION OF RISK AND WAIVER

For the ability to participate in MAHB activities held at the Minnesota State Fairgrounds or the online Stallion Auction or other events or venues with activities sponsored by MAHB, each of the undersigned agrees to the following terms and makes the following warranties.

I accept full responsibility for my own safety and EXPRESSLY ASSUME ALL RISKS OF HARM, whether foreseen or unforeseen while participating in equestrian activities. **I am physically fit and know of no medical or health reason why I should not participate in this activity.**

I hereby RELEASE and agree to DEFEND, INDEMNIFY AND HOLD HARMLESS MAHB, their shareholders, directors, officers, employees, volunteers, agents, instructors, equipment manufacturers, lessors, and insurers (hereinafter collectively referred to as "Parties Released"), from and against any liability, demand, claim, or right of action for any damage or injury, including paralysis or death, to any person or property, even if such damage or personal injury results from the NEGLIGENCE of MAHB or other Parties Released. I further COVENANT NOT TO SUE or make any demand or claim against MAHB or other Parties Released, for or by reason of any such damage or personal injury from my participation in equestrian activities related to MAHB. I will pay all fees, damages, and costs, including attorney fees that MAHB or other Parties Released may incur in the enforcement of this agreement.

A signed liability waiver is a condition to your participation in any event. Failure to sign will lead to your disqualification and removal from property. I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.

PUBLISHING OF PICTURES, VIDEOS, & COMPETITION SHOTS ON PROPERTY – MAHB may use or assign photographs, videos, audios, cable – casts, broadcasts, internet, film, new media or other likenesses of me and my horse taken during the course of my participation in events for the promotion, coverage, or benefit of the competition, sport, or facility.

Minnesota law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted under Minnesota law. If any clause conflicts with applicable law, only that clause will be null and void, but the remainder shall stay in full force and effect.

NOTICE OF INHERENT RISKS OF LIVESTOCK ACTIVITIES PURSUANT TO MN ST § 604A.12:

“Inherent risks of livestock activities” means dangers or conditions that are an integral part of livestock activities, including: (1) the propensity of livestock to behave in ways that may result in death or injury to persons on or around them, such as kicking, biting, bucking, or charging; (2) the unpredictability of livestock's reaction to things like sound, sudden movement, unfamiliar objects, persons, or other animals; (3) natural hazards such as surface or subsurface conditions; or (4) collisions with other livestock or objects.

Under Minnesota law, a nonprofit corporation, association, or organization, or a person or other entity donating services, livestock, facilities, or equipment for the use of a nonprofit corporation, association, or organization, is not liable for the death of or an injury to a participant resulting from the inherent risks of livestock activities.

Full Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Cell Phone: _____ Other Phone: _____

Signature: _____ **Date:** _____

PARENT/GUARDIAN OF A MINOR - FILL OUT FORM BELOW:

Guardian Representation: If I am a PARENT or GUARDIAN of any minor person under 18 years of age participating in MAHB equestrian activities, I make these representations and agree to the terms of this Assumption of Risk and Waiver on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to DEFEND, INDEMNIFY AND HOLD HARMLESS MAHB, and the other Parties Released from and against any demand, claim, right of action, or suit that may be brought on behalf of any such minor(s) arising from equestrian activities. I will pay all fees, damages, and costs, including attorney fees that MAHB or other Parties Released may incur in the enforcement of this agreement. My child is physically fit, and I know of no medical or health reason why they should not participate in this activity. I intend this agreement to bind me and my family, my assigns, estate, heirs, and personal representatives. This contract is severable and shall be interpreted and enforced under the laws of the State of Minnesota. I have carefully read this document and fully understand its contents, which I adopt as a completely integrated and exclusive statement of the entire terms of agreement.

Parent/Guardian Full Name: _____

Minor's Full Name: _____ Minor's Date of Birth: _____

Parent/Guardian's Emergency Telephone Number: _____

Signature of Parent/Guardian: _____ **Date of Signature:** _____

Completed forms can be submitted with your entry forms to the show secretary. If you are a volunteer or handler/rider who is not entering a horse, feel free to mail or email the form to:

Debbie Treadwell 4368 37th St NW, MN 55358 Email: debbietreadwell@mcnamaracompany.com