

Full and Unconditional Release
for Participation in any Maui Horse Show Association, Inc Event

January 1, 2021 - December 31, 2021

PARTICIPANTS HAVE READ AND VOLUNTARILY AGREE TO THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT on this form and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. Maui Horse Show Association, Inc has the right to refuse entry to anyone for any reason it deems necessary. Questions or concerns should be directed to MauiHorseShow@gmail.com.

Each participant is fully aware, completely understands, and accepts that participation in any Show or Event (including virtual) organized by Maui Horse Show Association, Inc, whether as a contestant, independent contractor, employee, volunteer, exhibitor, sponsor or spectator, is dangerous and that the events and activities associated with, relating to, arising out of, and concerning this participation present substantial, serious, and real risks of personal injury or death to the participant, and the loss of, damage to, or destruction of the participant's personal property, including livestock.

In consideration of being permitted to participate in any Show or Event (including virtual) organized by Maui Horse Show Association, Inc, the participant for himself/herself and all persons under his/her management and control, including minor children, does acknowledge the dangers inherent in horse-related events, and in the participation of the Maui Horse Show Association Virtual Over-Fences Show fully and completely accepts and assumes these substantial, serious, and real risks whether or not apparent, known, unknown, foreseen, unforeseen, present or contingent, and whether or not caused by any negligence of the Released Parties, or the negligence of any contestant, volunteer or spectator including but not limited to, any negligence associated with the design or designing, staging, supervising, maintaining or in any way presenting, conducting or sponsoring the Event, further does agree to use extraordinary care and prudence in his/her activities and those of charges, and does:

HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the organizers of any subdivision thereof, chairmen, agents, officials, judges, and does:

HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Maui Horse Show Association, Inc, it's sponsors, it's agents, servants, employees, and representatives from any claim, demand, or liability for personal injuries or property damage arising from participation or use and enjoyment of the event and facilities.

ASSURANCES. The participant fully understands and agrees that this Release is to be interpreted and applied in the broadest and most comprehensive manner in favor of the RELEASED PARTIES. The participant agrees that he/she has full power, authority, capacity and right without limitation to read and agree to and perform this Release. This release shall be and is binding upon the participants and his/her spouse, legal representatives, heirs, successors and assigns. The undersigned agrees that the laws of the State of Hawaii govern this Participation Release. The participant also agrees that upon entry to any event, he/she has read and understands said agreement.

COVID-19 ACKNOWLEDGEMENT OF RISK

I am aware of the risk of contracting Covid-19 while in proximity with others during this time of pandemic. I acknowledge that although Maui Horse Show Association, Inc encourages reasonable precautions to be taken (such as regular hand washing, sanitizing of equipment, and social distancing), it is my responsibility and choice to follow through with such precautions.

I acknowledge that even if precautions are taken, I may contract the disease.

I acknowledge that certain at-risk populations such as persons over age 60, those with underlying medical conditions such as diabetes, hypertension, respiratory issues or obesity are more susceptible to the disease, and I knowingly accept the risk of potentially catching Covid-19 despite reasonable precautions.

I am also aware that face to face services increase my risk of contracting and passing on the Covid-19 or Coronavirus. Maui Horse Show Association, Inc cannot guarantee social distancing if you choose to participate in any Show or Event organized by Maui Horse Show Association, Inc, whether they be virtual or in person. I agree to hold harmless Maui Horse Show Association, Inc, it's members, participants, and all other individuals I may come in contact with during my willing participation in any events.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any USEF Event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Name of Participant _____
Date

Signature of Participant

Name and Signature of Parent or Guardian in under 18 years old _____
Date