

North American Police Equestrian Liability Release

For and in consideration of North American Police Equestrian Council INC (NAPEC INC or NAPEC) allowing me to participate in any capacity in a NAPEC activity not limited to equestrian shows, competitions training or incidental activities. I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors,, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. PARTICIPANT REQUIREMENT: Riders: I certify that I am participating with my department's permission and I am considered as an "on duty" status and covered for liability by my department and injury by workers compensation. I agree that I have been fully advised that protective headgear is mandatory during training activities. I understand that I am required to ride in training activities as a prerequisite to riding in Washington DC at the Law Enforcement Memorial Activities. I further acknowledge that alcohol is prohibited at Frying Pan Park.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any NAPEC Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the NAPEC Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.: Under VA Code Ann. Sec 3.2-6200-6203, an equine activity sponsor or equine professional is not liable for any injury to, or the death of a participant in equine activities resulting from the inherent risks of equine activities.

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the NAPEC Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any NAPEC Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any NAPEC Event.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

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, that I have read, understand, and agree to be bound by all applicable NAPEC, rules, and policies including this release as well as all terms and provisions . If, despite this Agreement, I, or anyone on my 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.

RIDER OWNER OFFICIAL STAFF VOLUNTEER TRAINER

NAME: _____ DATE: _____

SIGNATURE: _____