

**WYOMING DOWNS YOUTH RACING EXPERIENCE ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

As a condition of participation in the Wyoming Downs Youth Racing Experience ("Racing Experience"), and in consideration of being allowed to participate, the Participant and the Parent/Guardian of the Participant does hereby:

1. **CERTIFY** that Participants agree to abide by the AQHA and AQHYA rules and obey the directions of the Wyoming Downs representative conducting the Racing Experience.
2. **AGREE** and represent that Participant understands the nature of the participation and attendance activities associated with the Racing Experience ("Activities") and that the Participant is qualified, in good health, and in proper physical condition to participate in such Activities.
3. **FULLY UNDERSTAND THAT THE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, "INHERENT RISKS OF EQUINE ACTIVITIES" THAT MAY RESULT IN PROPERTY DAMAGE AND BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PERMANENT DISABILITY, PARALYSIS, AND DEATH (collectively "RISKS");** that such RISKS may be caused by Participant's own action or inaction, the action or inaction of others participating in the Activities, the condition of the premises at which the Activities take place, and/or the negligence of the "Releasees" named below;
4. **UNDERSTAND AND AGREE** that "Inherent risk of equine activities" means dangers or conditions that are integral part of equine activities, including, but not limited to, any of the following: (a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (b) the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (c ) hazards, including, but not limited to, surface or subsurface conditions; (d) a collision with another equine, another animal, a person, or an object; and (e) the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to the other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant;
5. **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES PARTICIPANT INCURS AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES.**
6. **WARRANT AND REPRESENT** that, if the Activities involve horses, Participant is adequately qualified and experienced to both (a) safely handle and ride a horse in a manner to protect Participant and other third parties, and (b) participate with groups of riders and horses, such as to take adequate defensive action to avoid injury from the third-party participants and horses. Furthermore, Participant understands that it is Participant's responsibility to ascertain the adequacy of Participant's training and experience, the adequacy and training of Participant's horse, and for the Participant conduct himself/herself in a manner such as to make the Activities safe and enjoyable for all participants.
7. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE WYOMING DOWNS, AQHA, AND/OR WYOMING DOWNS CORPORATE PARTNERS OR THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES, AND IF APPLICABLE, OWNER AND LESSOR OR PREMISES ON WHICH THE ACTIVITIES TAKE PLACE, (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES WHENEVER OR HOWEVER ARISING AS TO INJURY, DEATH AND/OR PROPERTY DAMAGE OCCURRING AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES OR CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

8. **AGREE** to indemnify, hold harmless and defend RELEASEES from any and all liability, whenever or however arising, from all third party claims, demands, causes of actions, suits, judgements, liabilities, costs and expenses of any nature arising out of (a) Participant's negligent act(s) or omissions during or related in any way to the Activities; and/or (b) Participant's willful act(s) or omission(s) during or related in any way to the Activities; and/or © any misinformation or misrepresentations made by Participant in this Agreement. Participant agrees to pay any of RELEASEES costs, expenses and reasonable attorney fees incurred, arising directly or indirectly out of or with respect to any third-party claims or associated with the enforcement of the indemnity obligations referenced above.
9. Should the Participant not abide by the established rules of conduct, understand that the Participant will be returned home, and Parent/Guardian agrees to pay for the necessary transportation expenses for the Participation and the accompanying chaperone. Parent/Guardian authorizes those in charge of the delegation to make medical arrangements for the care of the Participant as deemed necessary. Parent/Guardian further authorizes any licensed medical person/facility to treat the Participant. Parent/Guardian agrees to assume full financial responsibility for any medical services provided.
10. Agree that Wyoming Downs may use any photograph, video or other form of likeness reproductions of Participant to promote Wyoming Downs objectives and activities, including but not limited to use by third parties with the Wyoming Downs authorization.
11. **AGREE** that this Assumption of Risk/Release of Liability/Indemnity Agreement ("Agreement") (a) shall not bind me, my family, my heirs, legal representatives, successors and assigns; (b) shall be governed by the laws of the State of Wyoming; and (c) shall be subject to the exclusive jurisdiction of the state and federal courts located in Evanston, Wyoming.
12. Agree that I have read this agreement, fully understand its terms, understand that I am giving up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by the law and agree that if any provision of this agreement is held to be void, viable, invalid or inoperative, the balance, notwithstanding, shall continue in full force and effect as though such provision had not been contained herein.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*If Legal Guardian, court-issued documentation must accompany entry if not already on file with Wyoming Downs. NO EXCEPTIONS.