

# WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of United States Equestrian Federation, Inc. dba US Equestrian ("USEF") allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a USEF sanctioned, licensed or approved event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities ("**USEF Event**" or "**USEF Events**"); 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. RULES AND REGULATIONS: I hereby agree to be bound and abide by the rules, regulations, and policies of USEF as published in the USEF Rule Book and on the website at www.usef.org, as amended from time to time.

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 USEF 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 USEF Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (**"Risks"**).

#### EQUINE ACTIVITY LIABILITY ACT WARNING:

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

# Under the laws of most States, 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 USEF 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 USEF 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 USEF Event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any USEF Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: USEF, USEF Recognized Affiliate Associations, the United States Olympic & Paralympic Committee (USOPC), USEF clubs, members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any USEF Event; any charity or other beneficiary which may benefit from the USEF Event; the owners, managers, or lessors of any facilities or premises where a USEF Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the USEF Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

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, 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.

OWNER/AGENT (mandatory)		
Signature:		
Print Name:		
<b>COACH</b> (mandatory)		
Signature:		
Print Name:		
	Signature: Print Name: COACH (mandatory)	

Print Parent//Guardian Name: \_\_\_\_\_Emei Is Rider/Driver/Vaulter a U.S. Citizen: \_\_Yes \_\_ No

UNITED STATES EQUESTRIAN FEDERATION : 4001 WING COMMANDER WAY : LEXINGTON, KY 40511 : 859.258.2472 : FAX 859.231.6662 : USEF.ORG

## 2020 TRAVERSE CITY HORSE SHOW presented by Turtle Creek Casino & Hotel

#### SHOW DATES: AUGUST 26 - 30, 2020

CLOSING DATE: AUGUST 1, 2020

ONLY ONE HORSE PER ENTRY BLANK

FEI HORSES MUST ALSO BE ENTERED ONLINE WITH THE FEI

Office Use Only			Name of Ho	orse		USEF#/FEI#	Circle Types	Name of Rider(s)	Class or Division Numbers
							Jumper	Rider One	
							Grand Prix (FEI)		
	Color	Sex	Heiaht	Yr Foaled	Green	Horse/Ponv	Hunter		
					1 <sup>st</sup> 2 <sup>nd</sup>	Small Medium Large	Equitation	Rider Two	

ALL SIGNATURES, ADDRESSES AND THE OWNERS W-9 FORM ON BACK MUST APPEAR ON THE ENTRY FORM IN ORDER FOR THIS ENTRY TO BE PROCESSED

#### PRIZE MONEY PAYMENT: MUST FILL OUT THE IRS W-9 FORM ON THE BACK OF THIS ENTRY FORM. CREDIT CARD AUTHORIZATION FORM MAY BE FOUND ONLINE AT WWW.TRAVERSECITYHORSESHOWS.COM

### Make Check Payable to and MAIL to TRAVERSE CITY HORSE SHOW LLC 6535 Bates Road, Williamsburg, MI 49690

#### email susie@mmg.management phone (941) 527-6602

#### FEDERATION ENTRY AGREEMENT

By entering a Federation-licensed Competition and signing this entry blank as the Owner, Lessee, Trainer, Manager, Agent, Coach, Driver, Rider, Handler, Vaulter or Longeur and on behalf of myself and my principals, representatives, employees and agents, I agree that I am subject to the Bylaws and Rules of The United States Equestrian Federation, Inc. (the "Federation") and the local rules of Traverse City Horse Shows, LLC (Competition). I agree to be bound by the Bylaws and Rules of the Federation and of the competition. I will accept as final the decision of the Hearing Committee on any question arising under the Rules, and agree to release and hold harmless the competition, the Federation, their officials, directors and employees for any action taken under the Rules. I represent that I am eligible to enter and/or participate under the Rules, and every horse I am entering is eligible as entered. I also agree that as a condition of and in consideration of acceptance of entry, the Federation and/or the Competition for the promotion, coverage or benefit of the competition, sport, or the Federation. Those likenesses shall not be used to advertise a product and they may not be used in such a way as to jeopardize amateur status. I hereby expressly and irrevocably waive and release any rights in connection with such use, including any claim to compensation, invasion of privacy, right of publicity, or to misappropriation. The construction and application of Federation rules are governed by the State of New York, and any action instituted against the Federation must be filed in New York State. See GR908.4. I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW ITC 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.

	AUG 26-30
Stalls @ \$295 per week	
FEI Tack Stalls \$350	
Jumper Nomination Fee \$225 /wk	
FEI Entry Fee per show (Def Schedule)	
USEF Federation Fee \$23 /wk (\$8 Drug and Med/\$15 Administration)	
USEF Show Pass Fee \$45 /wk Owner Rider Trainer	
USHJA Show Pass Fee \$30 /wk Owner Rider Trainer	
USHJA Zone Fee	\$7
Office Fee	\$65
Horse Night Watch	\$20
Ambulance Fee \$20/week	\$20
Non Showing Fee \$150	
Stall Mat Rental \$20 per mat	

BY SIGNING BELOW, I AGREE to be bound by all applicable Federation Rules and all terms and provisions of this entry blank and all terms and provisions of this Prize List. If I am signing and submitting this Agreement electronically, I acknowledge that my electronic signature shall have the same validity, force and effect as if I affixed my signature by my own hand.

X Owner's Signature (mandatory)	X First Rider's Signature (mandatory)	First Rider's Signature (mandatory)       X         Second Rider's Signature (mandatory)			
NAME	NAME	NAME	NAME		
STREET	STREET	STREET	STREET		
CITY	CITYSTATE	CITYSTATE	CITYSTATE		
STATEZIP	ZIP TEL	ZIP TEL	ZIP TEL		
TEL	RIDER'S USEF/USHJA#	RIDER'S USEF/USHJA#	USEF/USHJA#		
USEF/USHJA#	US Citizen yes no Date of Birth:	Citizen yes no Date of Birth: US Citizen yes no Date of Birth:			
OWNER'S EMAIL:	EMAIL:	EMAIL:			
	X	X	x		
	Parent or Guardian Signature (required if rider is a minor)	Parent or Guardian Signature (required if rider is a minor)	Coach's Signature (if applicable)		
			NAME		

#### 2020 AMERICAN GOLD CUP PRESENTED BY CAPTIVEONE ADVISORS FEATURING THE SILVER OAK JUMPER TOURNAMENT SEPTEMBER 2 – 13, 2020

Small Medium Large

CLOSING DATE: AUGUST 10. 2020 ONLY ONE HORSE PER ENTRY BLANK FEI HORSES MUST ALSO BE ENTERED ONLINE WITH THE FEI Office Use Name of Horse USEF#/FEI# Circle Types Name of Rider(s) Class or Division Numbers Only Rider One Jumper Grand Prix (FEI) Yr Foaled Horse/Ponv

Rider Two

Hunter

Equitation

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1st 2<sup>nd</sup>

### Make Check Payable to and MAIL to TRAVERSE CITY HORSE SHOW LLC 6535 Bates Road, Williamsburg, MI 49690

Green

email susie@mmg.management

#### FEDERATION ENTRY AGREEMENT

Color

Sex

Heiaht

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BY SIGNING BELOW, I AGREE to be bound by all applicable Federation Rules and all terms and provisions of this entry blank and all terms and provisions of this Prize List. If I am signing and submitting this Agreement electronically, I acknowledge that my electronic signature shall have the same validity, force and effect as if I affixed my signature by my own hand. Waiver Release form must also be signed in order to enter competitions.

	Sept 2-6	Sept 9-13
Stalls @ \$295 per week		
FEI Tack Stalls \$350		
Jumper Nomination Fee \$225 /wk		
FEI Entry Fee per show (Def Schedule)		
USEF Federation Fee \$23 /wk (\$8 Drug and Med/\$15 Administration)	\$23	\$23
USEF Show Pass Fee \$45 /wk Owner Rider Trainer		
USHJA Show Pass Fee \$30 /wk Owner Rider Trainer		
USHJA Zone Fee	\$7	\$7
Office Fee	\$65	\$65
Horse Night Watch	\$20	\$20
Ambulance Fee \$20/week	\$20	\$20
Non Showing Fee \$150		

X Owner's Signature (mandatory)	X First Rider's Signature (mandatory)	X Second Rider's Signature (mandatory)	X Trainer's Signature (mandatory)		
NAME	NAME	NAME	NAME		
STREET	STREET	STREET	STREET		
СІТҮ	CITYSTATE	CITYSTATE	CITYSTATE		
STATE ZIP	ZIP TEL	ZIP TEL	ZIP TEL		
TEL	RIDER'S USEF/USHJA#	RIDER'S USEF/USHJA#	USEF/USHJA#		
USEF/USHJA#	US Citizen yes no Date of Birth:	US Citizen yes no Date of Birth:	TRAINER'S EMAIL:		
OWNER'S EMAIL:	EMAIL:	EMAIL:			
	X	x	X		
	Parent or Guardian Signature (required if rider is a minor)	Parent or Guardian Signature (required if rider is a minor)	Coach's Signature (if applicable)		
			NAME		

EMERGENCY CONTACT: NAME & CELL PHONE

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above							
e. ns on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)						
Print or type. Specific Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)						
See <b>Sp</b>	<ul> <li>5 Address (number, street, and apt. or suite no.) See instructions.</li> <li>6 City, state, and ZIP code</li> </ul>							
	7 List account number(s) here (optional)							
Par								
backı reside	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	ırity number						

TIN, later.									-
Note: If the	account	is in	more than one na	ame, see	the ir	nstructions	for line 1.	Also see What	at Name and
Number To	Give the	Reau	lester for quidelin	nes on wh		number to i	enter		

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of
Here	U.S. person >

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

## **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

or

Employer identification number

• Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.