



BRANDYWINE VALLEY DRIVING CLUB, INC. WAIVER AND RELEASE OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of The Brandywine Carriage Driving Club, Inc. (BVDC) allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, guest, lessee, owner, agent, coach, official, trainer or volunteer) in a BVDC event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and **2023 BVDC Events** ("BVDC Event" or "BVDC 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 BVDC as published in the BVDC Event registration and on the website at www.BVDC.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 carriage driving, horseback riding and related equestrian activities are inherently dangerous, and that participation in any BVDC 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 BVDC 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 /DRIVE 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 BVDC 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 BVDC Event. 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 BVDC Event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any BVDC Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: BVDC, BVDC members, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the BVDC Event owner, licensee, and competition managers; the promoters, sponsors, or advertisers of any BVDC Event; the owners, managers, or lessors of any facilities or premises where a BVDC 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 "BVDC 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 BVDC 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.

Dated: 5/29/20

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 BVDC 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.

PARTICIPANT: RIDER/DRIVER/HANDLER GUEST/OFFICIAL/STAFF/VOLUNTEER (mandatory)

Signature: _____

Print Name: _____

Date: _____

TRAINER

Signature: _____

Print Name: _____

OWNER/AGENT (mandatory)

Signature: _____

Print Name: _____

Date: _____

COACH (if applicable)

Signature: _____

Print Name: _____

Date: _____

Parent/Guardian Signature: (Required if Rider/Driver/Handler/Guest is a minor)

Signature: _____

Print Parent/Guardian Name: _____

Emergency Contact Not Present at Event Phone No. _____

Email: _____ Phone: _____

Date: _____