

GSSJC VAULTING ACTIVITY

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

In consideration of the Girl Scouts of San Jacinto (“GSSJC”) allowing me, the undersigned, (and/or, as applicable, my minor child) to participate in any capacity (including, but not limited to, as a vaulter or volunteer) in any equestrian vaulting event or related activity, including, but not limited to, clinics, practices, competitions, and/or related or incidental activities (as further defined herein), 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/or assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”):

- A. RULES AND REGULATIONS. I (and/or, as applicable, my minor child) hereby agree to be bound and to abide by the rules, regulations, and policies of GSSJC, as may be amended from time to time.
- B. ACKNOWLEDGMENT OF RISK. I (and/or, as applicable, my minor child) knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian vaulting and recognize that equestrian vaulting (both individually and as a pair/team) and any related activities, including, but not limited to, practicing on a barrel and doing acrobatic exercises (both individually and as a pair/team), are inherently dangerous and that participation in any vaulting activity involves risks and dangers including, without limitation: the potential for serious bodily injury, including, without limitation, broken bones, head or neck injuries, sickness, disease (including communicable diseases), trauma, pain and suffering, permanent disability, paralysis, and death; loss of or damage to personal property (including to horses and/or equipment); accidents 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, horses, and natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of equipment; inadequate safety measures; participants of varying skill levels; and situations beyond the immediate control of GSSJC staff and volunteers (collectively, the “Risks”).
- C. LIABILITY ARISING FROM FARM ANIMALS WARNING. CAUTION! ANY FARM ANIMAL ACTIVITY, INCLUDING ANY ACTIVITIES INVOLVING AN EQUINE ANIMAL (SUCH AS, WITHOUT LIMITATION, A HORSE, PONY, MULE, DONKEY, OR HINNY) CAN BE DANGEROUS. PARTICIPATE AT YOUR OWN RISK. UNDER THE LAWS OF THE STATE OF TEXAS (TEX. CIV. PRAC. & REM. CODE CH. 87, ET. SEQ.), AN EQUINE ACTIVITY SPONSOR, EQUINE PROFESSIONAL, LIVESTOCK SHOW PARTICIPANT, OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM THE PERSONAL INJURY OR DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY OR LIVESTOCK SHOW IF THE PROPERTY DAMAGE, INJURY, OR DEATH RESULTS FROM THE DANGERS OR CONDITIONS THAT ARE AN INHERENT RISK OF AN EQUINE ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETITIVE BASIS IN A LIVESTOCK SHOW, INCLUDING, WITHOUT LIMITATION: (1) THE PROPENSITY OF AN EQUINE OR LIVESTOCK ANIMAL TO BEHAVE IN WAYS THAT MAY RESULT IN PERSONAL INJURY OR DEATH TO A PERSON ON OR AROUND IT; (2) THE UNPREDICTABILITY OF AN EQUINE OR LIVESTOCK ANIMAL’S REACTION TO SOUND, A SUDDEN MOVEMENT, OR AN UNFAMILIAR OBJECT, PERSON, OR OTHER ANIMAL; (3) WITH RESPECT TO EQUINE ACTIVITIES, CERTAIN LAND CONDITIONS AND HAZARDS, INCLUDING SURFACE AND SUBSURFACE CONDITIONS; (4) A COLLISION WITH ANOTHER ANIMAL OR AN OBJECT; OR (5) THE POTENTIAL OF A PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR ANOTHER, INCLUDING FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR LIVESTOCK ANIMAL OR NOT ACTING WITHIN THE PARTICIPANT’S ABILITY.
- D. ASSUMPTION OF RISK. I (and/or, as applicable, my minor child) 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 GSSJC vaulting activities, or the negligent acts or omissions, including, but not limited, to gross negligence or intentional conduct, of the Released Parties defined below, and **I HEREBY VOLUNTARILY AND KNOWINGLY ASSUME ALL THE RISKS ASSOCIATED WITH EQUESTRIAN VAULTING AND RELATED ACTIVITIES AND THE RESPONSIBILITY FOR ANY DAMAGES,**

LIABILITIES, LOSSES, OR EXPENSES THAT I INCUR AS A RESULT OF MY PARTICIPATION IN ANY GSSJC VAULTING ACTIVITIES.

- E. WAIVER, RELEASE OF LIABILITY, AND INDEMNITY. In conjunction with my participation in any GSSJC vaulting activity, I (and/or, as applicable, my minor child) do hereby **RELEASE, ACQUIT, AND FOREVER DISCHARGE** Girl Scouts of the USA and GSSJC and each of their respective Board of Directors, officers, employees, agents, representatives, volunteers, and/or associates, and their heirs, executors and administrators, successors and assigns, and any and all other persons and entities for whom they could be legally responsible (collectively, "Releasees") from any and all past, present, or future claims, demands, liabilities, causes of action, debts, and damages (collectively, "Claims") whether based on contract, promissory estoppel, statute, intentional or unintentional tort, negligence, gross negligence, personal injury, fraud, or any other theory of recovery, and whether for compensatory damages, specific performance, exemplary damages, attorneys' fees, court costs, expenses, interest, or compensation of any nature whatsoever, known or unknown, fixed or contingent, liquidated or unliquidated, accrued or unaccrued, now existing or that might arise hereafter relating to an equestrian vaulting or any associated activity. **I hereby ASSUME ALL THE RISKS of equestrian vaulting and any associated activity, including any injury, disability, or death.** If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for liability against any of the Releasees, I will **INDEMNIFY, DEFEND, AND HOLD HARMLESS** each of the Releasees from any such liabilities as the result of such claim.
- F. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE. This Agreement represents the complete understanding between the parties regarding these issues. 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 expressly agree that the foregoing assumption of risk, release of claims and indemnity are intended to be as broad and inclusive as permitted by law and do hereby voluntarily and knowingly agree to the same.
- G. VOLUNTARY AND KNOWING CONSENT. I (and/or, as applicable, my minor child) have carefully read the Agreement in its entirety. I understand all terms and conditions in the Agreement, and recognize the Agreement contains an assumption of risk, a release and waiver from liability, and hold harmless and indemnification obligations. I understand am voluntarily giving up substantial legal rights, including the right to sue the Releasees as described above. I am voluntarily, knowingly, and unconditionally signing the Agreement and hereby agree to all of the terms and conditions of the Agreement.
- H. This agreement may be electronically signed, and any electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

COMPLETE IF PARTICIPANT IS AGE 18 or OLDER:

PARTICIPANT (Signature): _____ Date: _____

PARTICIPANT (Print Name): _____ DATE OF BIRTH: _____

Participant Address: _____

Phone: _____ Email: _____

COMPLETE IF PARTICIPANT IS A MINOR (Age 17 or younger):

PARTICIPANT (Print Name): _____ DATE OF BIRTH: _____

SIGNATURE OF GUARDIAN OR PARENT: _____ Date: _____

PRINT NAME OF GUARDIAN OR PARENT: _____