

# OPRC Equine Release and Warranty for Horse Owners

The undersigned ("Participant") hereby represents and warrants to the Old People's Riding Club, Inc. and/or the Piedmont \_\_\_\_\_ chapter of the Old People's Riding Club (hereinafter, jointly, "OPRC") that:

1. The undersigned is the sole owner of all right, title and interest in the horse(s) known as \_\_\_\_\_ and \_\_\_\_\_ (horse's name(s)); and
2. Said horse(s) will be ridden and/or used by Participant in one or more equestrian activities offered under the auspices of OPRC and/or the above-named chapter ("Activity"); and
3. As to each Activity, and in particular as to the \_\_\_\_\_ (insert name of activity, if applicable), Participation in that Activity constitutes Participant's representation and warranty that on the date of the Activity, said horse(s) is/are in good health and condition, and is/are sound and fit for the Activity, and is/are up to date on all inoculations that are usual and customary in the region in which the Activity takes place, and that said horse(s) have a negative Coggins test dated less than one year from the date of the Activity, and that the said horse(s) is/are not known to be harboring any communicable disease; and
4. OPRC and/or the above-named chapter allows Participation in express reliance on the above representations and warranties, and Participant, for his/her self and for his/her heirs, assigns, successors, and personal representatives, expressly and knowingly waives, releases, indemnifies, and agrees to hold harmless OPRC, its officers, members, chapters, and affiliated clubs, and the owners, lessors, and lessees of premises where any Activity takes place (which terms include their employees, volunteers, licensees and invitees), and the heirs, successors, assigns, and personal representatives of any of them, from and against any and all claims and causes of action whatsoever, including but not limited to court costs and reasonable attorney's fees, arising from or connected to Participant's representations and warranties and participation in the Activity; and
5. If the Participant becomes incapacitated, the undersigned hereby authorizes OPRC and/or the above-named chapter, its agents and employees, in case of an emergency, or otherwise in the sole discretion of OPRC, and/or the above-named chapter its agents or employees, for immediate treatment and/or evaluation of such horse(s) by a licensed veterinarian during or in connection with the Activity, at the sole cost and expense of the undersigned.
6. Each time that Participant takes part in any Activity using the above-named horse(s), Participant ratifies and confirms anew each and every point of this Release and Warranty as if Participant had signed this Release for the first time immediately prior to engaging in the Activity, and that the passage of time shall in no way affect the enforceability and binding effect of this Release, and that notwithstanding the foregoing, Participant may be asked from time to time and at any time to sign a Release or other documents as a condition precedent to participation in an Activity.

Horse Owner Name (please print:) \_\_\_\_\_

Horse Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ph: \_\_\_\_\_ Cell: \_\_\_\_\_ E Mail \_\_\_\_\_