



2019 PARTICIPATING MEMBER APPLICATION

1. This application must be COMPLETE with all REQUIRED SIGNATURES, NO PHOTOCOPIES and RECEIVED BY THE NATIONAL OFFICE WITH ALL REQUISITE FEES BY APPROPRIATE PAYMENT METHOD BEFORE THIS APPLICANT MAY PARTICIPATE IN ANY UNITED STATES PONY CLUBS, INC. ("USPC") ACTIVITY. 2. Any application returned as INCOMPLETE, or with INVALID SIGNATURES must be resubmitted and is subject to a \$5.00 RETURN FEE.

This box to be Completed by Club/Center Official:

Club/Center Name
Region Name
Previous Club/Center (if transferring)
Certification (if renewing)
Submitted by
MUST BE DC/CA OR APPOINTEE, UNLESS NATIONAL MEMBER
Submitter Phone/E-mail

NOTE: USPC MEMBERSHIP DUES ARE NON-REFUNDABLE

Please check all that apply; FEES ARE FOR NATIONAL DUES ONLY.

- | | |
|--|---|
| ☐ \$155 New Member for 2019. | ☐ \$135 Early Renewal Member for 2019, discount if postmarked on or before 11/15/18. |
| ☐ \$145 Regular Renewal for 2019, postmarked or paid after 11/15/18. | ☐ Transfer No charge if current member. If not current, the member must select a renewal option. |
| ☐ \$200 Prorated New Member joining between 09/01/18 and 12/31/18 for the remainder of 2018 & all of 2019. | ☐ \$180 Prorated Renewal rejoining between 09/01/18 and 12/31/18 for the remainder of 2018 & all of 2019. |
| ☐ \$195 National Member for 2019. (Must be at least 18 yrs & have achieved a C-2 HM Certification. Letter of recommendation required from DC, CA or RS.) | |

CHECK HERE IF HORSEMASTERS MEMBERSHIP ☐

MEMBER INFORMATION To be completed by Applicant or Guardian:

Gender ☐ M ☐ F	Birth Date <u>MM/DD/YYYY</u>	Join Date (Unless Renewing) _____
Name <u>LAST+SUFFIX (IF APPLICABLE)</u> <u>FIRST</u> <u>MIDDLE</u> <u>PREFERRED (IF DIFFERENT FROM FIRST)</u>		
Mailing Address <u>P.O. BOX/STREET</u> <u>CITY</u> <u>STATE</u> <u>ZIP + 4 (IF KNOWN)</u>		
Phone Nos <u>HOME</u> <u>MOBILE</u>	E-mail _____	
2019 Memberships? ☐ USEA ☐ USDF ☐ USEF ☐ USHJA ☐ MFHA ☐ AQHA ☐ FFA ☐ 4-H ☐ IEA ☐ Other Nat'l Organizations _____		
MEMBER # _____		

USPC ALUMNI please provide the following information

GRADUATE CLUB/CENTER		CERTIFICATION	MAIDEN NAME
PARENT/LEGAL GUARDIAN (FOR MINORS) OR SPOUSE/EMERGENCY CONTACT INFORMATION (FOR ADULT MEMBERS)			
If address or home phone is different from above, please attach separately.			
Name <u>PRIM. LAST+SUFFIX (IF APPLICABLE)</u> <u>FIRST</u> <u>MIDDLE</u>	USPC Alumnus? ☐ CHECK TO INDICATE YES		
Phone Nos <u>MOBILE</u> <u>WORK</u>	E-mail _____		
Name <u>ADDL. LAST+SUFFIX (IF APPLICABLE)</u> <u>FIRST</u> <u>MIDDLE</u>	USPC Alumnus? ☐ CHECK TO INDICATE YES		
Phone Nos <u>MOBILE</u> <u>WORK</u>	E-mail _____		

☐ **MAILING ADDRESS OPT OUT** I acknowledge that USPC may distribute adult mailing addresses on a limited basis for development and member opportunities.

To deny consent for the release of adult mailing address, indicate by checking the box.

PARTICIPATING MEMBER CODE OF CONDUCT

The United States Pony Clubs, Inc. is proud of its reputation for good sportsmanship, horsemanship, teamwork and well-behaved members. The USPC expects appropriate behavior from all members, parents and others participating in any USPC activity. Inappropriate behavior may include, but is not limited to: possession, use or distribution of any illegal drugs or alcohol; profanity, vulgar language or gestures; harassment (*i.e.*, using words or actions that intimidate, threaten or persecute others before, during or following USPC activities); failure to follow rules; cheating; and abusing a horse.

I understand that my membership and participation is under the governance of USPC and is subject to all applicable USPC By-Laws, Policies, Rules and Regulations. I understand that I have access to these By-Laws, Policies, Rules and Regulations, and that it is my responsibility to read them. USPC does not own or operate any Riding Center Facility or Business. Acceptance of this application is not a guarantee of membership acceptance. As specified in the By-Laws, membership may be denied or revoked at any time, with or without cause. Should my membership be terminated or forfeited for any reason, I understand that there will be no refund of USPC membership dues.

PHOTOGRAPH/VIDEOTAPE/E-MAIL RELEASE

Participation in any USPC activity constitutes a release to be photographed and/or videotaped. Said photographs and/or videotapes may be posted, published or broadcast at the discretion of USPC. USPC utilizes e-mail to communicate with members, by submitting an e-mail address on this application, authorization of this form of correspondence is implied.

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

Acceptance of Member Application by USPC is contingent on USPC's receipt of an original signed Release, Assumption of Risk, Waiver of Liability, and Indemnity Agreement with a valid signature by the applicant/applicant's parent/legal guardian. It is understood that the applicant cannot participate in any USPC activity until the signed Release, Assumption of Risk, Waiver of Liability, and Indemnity Agreement is received. By submitting this Member Application, the applicant/parent/legal guardian confirms that the Release, Assumption of Risk, Waiver of Liability, and Indemnity Agreement has been validly signed and mailed, and that all terms therein have been understood and agreed to. The applicant/parent/legal guardian also understands and agrees that the Release, Assumption of Risk, Waiver of Liability, and Indemnity Agreement will be valid and enforceable for the entire duration of the applicant's participation in USPC through any of its local, regional, or national operations, and that such agreement survives any renewal, lapse in membership and/or transfer to other clubs, centers or regions, and applies regardless of the type of membership the applicant receives.

I have read and agree to abide by the above. Signatures REQUIRED and must be originals, not photocopies.

ORIGINAL SIGNATURE OF USPC MEMBER APPLICANT _____	OR	ORIGINAL SIGNATURE OF APPLICANT'S PARENT OR LEGAL GUARDIAN _____
MM/DD/YYYY		MM/DD/YYYY
REQUIRED IF APPLICANT IS OF THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.		REQUIRED IF APPLICANT IS UNDER THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.

THE UNITED STATES PONY CLUBS, INC.
RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

This document waives important legal rights. Read it carefully before signing.

I **AGREE** for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in this United States Pony Clubs, Inc. (USPC) activity to the following:

I **AGREE** that I choose to participate voluntarily in an equestrian activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and USPC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- A collision with another equine, another animal, a person, or an object;
- The potential of an individual during an equine activity to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I **AGREE** that, because of the inherent dangerous risks associated with equestrian activity, that I will complete a medical wristband or armband card and that I and/or my child will wear it while participating in USPC activities. I authorize USPC, its successors or assigns, officials, officers, directors, employees, agents and/or volunteers to obtain and release to any USPC activity personnel (including, but not limited to, organizers, instructors, test examiners, chaperones), and to any first aid and safety personnel, medical professional, and treating medical facility, any information regarding my/my child's medical history, symptoms, treatment, exam results and/or diagnosis contained in the wristband or armband card. I acknowledge that it is my/parental/legal guardian responsibility to ensure that I am/my child is a USPC participating member and am/is wearing a completed wristband or armband card at all USPC activities. Furthermore, I agree and understand that it is my/parental/legal guardian responsibility to ensure that I/my child will not participate in any USPC mounted activities if I/my child have/has had a head injury or other medical condition and have/has been restricted from activity, until such time as the injury or condition is resolved and any activity restriction is lifted.

I **AGREE** to release the USPC, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the USPC or the USPC activity.

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the USPC or the USPC activity, and **specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in a USPC activity. While a list of state statutes and select portions of those statutes believed to be in effect at the time of the execution of this agreement is attached hereto, I AGREE to locate, review and understand the full applicable statute in place in my jurisdiction.**

I **AGREE** to indemnify (that is, to pay any losses, damages, or costs incurred by) the USPC and the USPC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the USPC activity.

I **AGREE** that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against the USPC, its successors or assigns, for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor any one claiming through me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming through me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at the USPC activity.

I **AGREE** this Agreement is ongoing, and shall apply for the total duration of my membership in USPC, and that this Agreement survives any and all membership renewal, transfer, change of any kind, and/or lapse of membership. I specifically acknowledge that the ongoing nature of this Agreement makes it unnecessary for me to execute any release in the future, as this Agreement applies and releases all the liability and costs, as agreed to above, that might be covered by such a future agreement.

I **AGREE** this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties. An official electronic communication whereby the member and/or parent/guardian is asked to "click" to agree to a new term or condition shall satisfy this section.

I **AGREE** that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this form is signed by the parent/guardian of a minor, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and minor. It is agreed that, once a minor reaches the age of majority, he/she will submit and sign a new Member Application. Parent/guardian agrees to indemnify USPC from any harm or damages related to the failure to submit this new application.

By signing below, I **AGREE** to be bound by all applicable USPC rules and all terms and provisions of the USPC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to the USPC that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

I **AGREE** that by altering this form in any way this application for membership will be considered null and void by USPC.

I have read and AGREE to abide by the above. REQUIRED, all signatures must be originals, not photocopies.

_____ ORIGINAL SIGNATURE OF USPC MEMBER APPLICANT REQUIRED IF APPLICANT IS OF THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE MM/DD/YYYY	OR	_____ ORIGINAL SIGNATURE OF APPLICANT'S PARENT OR LEGAL GUARDIAN REQUIRED IF APPLICANT IS UNDER THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE MM/DD/YYYY		
The United States Pony Clubs, Inc. 4041 Iron Works Pkwy Lexington, KY 40511-8483 REVISED 08/2018			ONE COPY FOR CLUB/CENTER RECORDS ONE COPY TO REGION ORIGINAL TO NATIONAL OFFICE	Phone: (859) 254-7669 (PONY) Fax: (859) 233-4652 E-mail: memberservices@ponyclub.org PAGE 2 OF 4

STATE EQUINE ACTIVITY LIABILITY STATUTES

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

ALABAMA

AL ST §6-5-337 WARNING: Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

ALASKA

AK ST § 09.65.145; AK ST § 09.65.290

ARIZONA

AZ ST § 12-553

ARKANSAS

AR ST § 16-120-201, 202 WARNING: Under Arkansas law, an equine activity sponsor, livestock activity sponsor, livestock owner, livestock facility, and livestock auction market are not liable for an injury to or the death of a participant in equine activities or livestock activities resulting from the inherent risk of equine activities or livestock activities.

CALIFORNIA

NO KNOWN EQUINE ACTIVITY LIABILITY STATUTE

COLORADO

CO ST § 13-21-119 WARNING: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

CONNECTICUT

CT ST § 52-557p

DELAWARE

DE ST TI 10 § 8140 WARNING: Under Delaware Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to 10 Delaware Code § 8140.

FLORIDA

FL ST § 773.01 - 773.06 WARNING: Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

GEORGIA

GA ST §§ 4-12-1 - 4 WARNING: Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of animal activities, pursuant to **Chapter 12 of Title 4 of the Official Code of Georgia Annotated.**

HAWAII

HI ST § 663B-1, B-2

IDAHO

ID ST § 6-1801 - 1802

ILLINOIS

IL ST CH 745 § 47/1 - 47/999 WARNING: Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

INDIANA

IN ST 34-31-5-1 - 5 WARNING: Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

IOWA

IA ST § 673.1 - 673.5 WARNING: UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

KANSAS

KS ST § 60-4001 - 4004 WARNING: Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity.

Inherent risks of domestic animal activities include, but shall not be limited to:

(1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (3) certain hazards such as surface and subsurface conditions; (4) collisions with other domestic animals or objects; and (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

KENTUCKY

KY ST § 247.401 - 4029 WARNING: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

LOUISIANA

LSA-R.S. 9:2795.1 - 9:2795.3 WARNING: Under Louisiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.3.

MAINE

ME ST T. 7 § 4101 - 4103-A WARNING: Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.

MARYLAND

NO KNOWN EQUINE ACTIVITY LIABILITY STATUTE

MASSACHUSETTS

MA ST 128 § 2D WARNING: Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

STATE EQUINE ACTIVITY LIABILITY STATUTES

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

MICHIGAN

MCLA 691.1661 - 1667 WARNING: Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

MINNESOTA

MN ST § 604A.12

MISSISSIPPI

MS ST § 95-11-1 - 7 WARNING: Under Mississippi law, an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks of equine activities or livestock shows, pursuant to this chapter.

MISSOURI

MO ST 537.325 WARNING: Under Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri.

MONTANA

MT ST 27-1-725 - 728

NEBRASKA

NE ST § 25-21,249 - 253 WARNING: Under Nebraska law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to sections 25-21,249 to 25-21,253.

NEVADA

Nev. Rev. Stat. Ann. § 41.519

NEW HAMPSHIRE

NH Rev. Stat. § 508:19

NEW MEXICO

NMSA 1978, § 42-13-1 - 5

NEW JERSEY

NJ ST 5:15-1 to 5:15-1 12 WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c.287 (C.5:15-1 et seq).

NEW YORK

Laws of New York, 2017, Chapter 338, § 18-301 - 18-303

NORTH CAROLINA

NC ST § 99E-1 - 99E-9 WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

NORTH DAKOTA

ND ST 53-10-01; ND ST 53-10-02

OHIO

OH ST § 2305.321

OKLAHOMA

76 OK St. Ann. § 50.1 - 50.4

OREGON

ORS § 30.687 - 697

PENNSYLVANIA

PA ST 4 P.S. § 601 - 606 WARNING: You assume the risk of equine activities pursuant to Pennsylvania law.

RHODE ISLAND

RI ST § 4-21-1 - 4 WARNING: Under Rhode Island Law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

SOUTH CAROLINA

SC Code 1976 § 47-9-710 - 730 WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

SOUTH DAKOTA

SDCL § 42-11-1 - 5 WARNING: Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to § 42-11-2.

TENNESSEE

TCA § 44-20-101 - 105 WARNING: Under Tennessee Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Tennessee Code Annotated, title 44 chapter 20.

TEXAS

VTCA CIV PRAC & REM CODE § 87.001 - 005 WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES. **WARNING:** UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

UTAH

UT ST § 78B-4-201 - 203 An equine or livestock activity sponsor is not liable for inherent risks with regard to equine or livestock activities. "Inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include: (a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (c) collisions with other animals or objects; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

VERMONT

12 VSA § 1039 WARNING: Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A § 1039.

VIRGINIA

VA ST § 3.2-6200 - 6302

WASHINGTON

RCWA 4.24.530 - 540

WEST VIRGINIA

W.Va. CODE § 20-4-1 - 7 Each participant in an equestrian activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to the person or property which results from participation in an equestrian activity. Each participant shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equestrian activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equestrian activity, to heed all posted warnings, to perform equestrian activities only in an area or in facilities designated by the horseman and to refrain from acting in a manner which may cause or contribute to the injury of anyone.

WISCONSIN

WSA 895.481 NOTICE: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in section 895.481(1)(e) of the Wisconsin Statutes.

WYOMING

WY ST § 1-1-122 - 123