



GIDDYUP OPEN HORSE CLUB, LLC
ANNUAL MEMBERSHIP & LIABILITY WAIVER

www.giddyupopenhorseclub.com

- ___ Youth (under 18) \$15.00
- ___ Single \$20.00
- ___ Family \$25.00
- ___ Class sponsorship \$30.00 –class sponsored _____

___ **(Initialed)** Nonmember / show participant only. Note: Nonmembers are not eligible for high point awards.

PLEASE COMPLETE PERSONAL INFORMATION BELOW AND ALL INFORMATION ON SECOND PAGE REGARDLESS OF STATUS (MEMBERS AND NONMEMBERS).

I do hereby make application for membership to the Giddyup Open Horse Club. I agree to comply with all rules and regulations for all activities and understand that I am fully responsible for my actions. I understand that my membership will be valid for current year’s show season and is renewable each season. Memberships must be current to earn high point awards each show season.

NAME: _____ DOB _____

*Please list all family member participants to be included in annual membership.

_____ DOB _____

_____ DOB _____

ADDRESS: _____

EMAIL: _____

HOME PHONE: _____ CELL PHONE _____

APPLICANT MUST READ ENTIRE APPLICATION AND SIGN THIS FORM FRONT AND BACK WITH NO EXCEPTIONS. ALL MINORS MUST HAVE A SIGNATURE FROM A PARENT OR GUARDIAN (SEE BACK OF PAGE).

Date of Payment: _____ Amount Paid: _____ Cash _____ Check# _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

I. In consideration of participating in the GiddyUp Open Horse Club, LLC sponsored activities, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. **I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.**

II. I fully understand that this Activity involves inherent risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the “RELEASEES” named below; and that there may be other risks either, not known to me or not readily foreseeable at this time; and **I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.**

III. Further, I understand that under South Dakota Law, equine professionals are not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of such equine activities: **“No equine activity sponsor, equine professional, doctor of veterinary medicine, or any other person, is liable for an injury to or the death of a participant resulting from the inherent risks of equine activities.” SDCL § 42-11-5.**

IV. Therefore, I hereby release, discharge, and covenant not to sue GiddyUp Open Horse Club, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each of these considered a “RELEASEE” herein) from all liability, claims, demands, losses, or damages on my account caused, or alleged to be caused, in whole or in part, by the negligence of the “RELEASEES,” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the “RELEASEES,” **I will indemnify, save, and hold harmless each of the “RELEASEES” from any loss, liability, damage, litigation costs, attorney fees or cost which any may incur as the result of such claim.**

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

_____/_____

Participant (Printed name) / Signature Date

PARENTAL CONSENT (If Participant is a Minor): I, the Parent and/or Legal Guardian of the above-named Minor, do believe Minor to be qualified to participate in such Activity, and **having read, understood and agreed to all of the above referenced terms and conditions in the “Agreement,”** do hereby give my consent for Minor to participate in the Activity.

_____/_____

Parent/Guardian (Printed) / Signature Date