

Pittston Fair Open Youth Show 2025

PARTICIPATION WAIVER AND RELEASE AGREEMENT

This Participation Waiver and Release Agreement is made by and between the undersigned rider(s) or participant(s) etc. in an equine event(s) and or activity, at and with the Pittston Fair Association and Pittston Fairgrounds as the Equine Activity Sponsor (EAS). This agreement is a REQUIREMENT AND CONDITION OF WORKING WITH, AROUND AND/OR ON HORSES/EQUINES as well as participation in any equine activity or event conducted, provided, operated, organized or sponsored by the EAS or equine professional or whose property, facility, animals, equipment or personnel are used in such connection. In condition of the opportunity to work with, around or on equines and/or participate in the equine activities/events, the participants, parents, and guardians, must agree to the following:

1. **INHERENT RISK, STATE OF MAINE:** The participant and their parent(s) and or guardian(s) acknowledge and realize/understand that horses/equines and activities/events related to them are inherently dangerous and can pose dangers and/or conditions integral to equine activities/events which include, but are not limited to, the propensity of equines/horses to behave in ways that may result in damage or injury, harm or even death, to property, or persons on or around them; including behaviors such as bucking, biting, striking, rearing, kicking, shying, stepping on, stumbling or even falling down. The unpredictability of horses/equines' actions or reactions to sounds, movements, unfamiliar objects, persons, other animals etc., as well as hazards such as unfamiliar surfaces, certain surroundings and conditions including but not exclusive to collisions with other horses/equines, riders and or various objects; creates a potential for the participant to act in a hasty manner or otherwise fail to maintain control over the horse/equine; and the unpredictable or erratic actions of others on or near them. Despite these inherent risks, the participant and their parents and/or guardians have chosen to permit themselves or their ward (the participant) to work with, on or around the equine activity/events. The participant and/or parents/guardians of the participants have considered any and all of the particular physical, mental, and emotional conditions or challenges in making this event/activity participation decision and still agree to participate.

2. **DUTIES AND OBLIGATIONS: STATUTORY ASSUMPTION OF RISK AND LIMITATION OF LIABILITY:** All parties involved in permission of attendance in or on equine/horse events/activities are advised that under Maine State Law, with certain limited exceptions, an Equine Activity Sponsor/equine professionals, their workers, helpers or representatives

or any other person engaged in an equine event/activity is not liable for property damage or damages arising from personal injury or death of a participant or spectator resulting from the inherent risks of equine/horse activities/events. Each participant and their parents and/or guardians are further advised that Maine Law provides that each participant or spectator in an equine activity/event expressly assumes the risks and legal responsibilities for any and all damages as well as property damage(s) arising from personal injury or death that can result from inherent risks of equine activities. Each participant has the sole responsibility for knowing the range of that person's ability to manage, care for, and control a particular equine or to perform at a particular equine event/activity. It is the duty of each participant to act within the limits of his or her own ability to maintain reasonable control of the horse/equine at all times while participating in any equine event/activity, to heed all warnings and instructions, and to refrain from acting in a manner that may cause or contribute to the injury of themselves or any other person(s), or damage(s) to the respective properties.

3. **RELEASE AND WAIVER:** The participants and their parents and/or guardians understand the above stated risks and dangers inherent in equine activities and hereby waive and release as well as discharge the Equine Activity Sponsor of responsibility and agree NOT to make any claim(s) or seek any recovery from the Equine Activity Sponsor, Pittston Fair Association and Pittston Fairgrounds, on or off its property or from its representatives, directors, officers, families, workers, agents, contractors, employees, etc. and do hereby attest to this with your/their signature(s) on this form. You, as a participant or parent/guardian, further release and discharge the Equine Activity Sponsor and all its representatives etc., from any and all actions, causes of actions, liabilities, claims, demands, damages, costs and expenses of any kind including but not limited to any claim(s) of damages for bodily injury, illness, disease, death, or loss of personal property that now exist, or which may occur in the future directly or indirectly, either from participation or involvement in any equine event, activity, program at or for the Pittston Fair Association and Pittston Fairgrounds. This release and waiver is intended to be as broad as the law allows and specifically covers all claims and demands that may be based on any fault or negligence of the Equine Activity Sponsor and their representatives.

4. **CONSENT TO EMERGENCY MEDICAL CARE:** In case of any injury to the participant(s), representative(s), worker(s), helper(s), or volunteer(s) etc. occurring while at the premises or the facility being used by the Equine Activity Sponsor or while participating in any equine event/activity, the participant and/or parent/guardian hereby consent to and authorize any agent or employee of the Equine Activity Sponsor to seek speedy medical care and treatment for the participant, including arranging for transportation to a medical facility and consenting to necessary medical treatment, medication(s) or surgery recommended by a

certified medical professional. The participant(s) and/or parent/guardian acknowledge that they are solely responsible for any and all payments for any and all medical costs or expenses incurred on behalf of the participant(s) and do hereby agree to indemnify and hold harmless the Equine Facility or Equine Activity Sponsor stated herein.

All participants and parents/guardians involved acknowledge that they have been given the opportunity to read and consider this Participation Waiver and Release Agreement.

I fully understand that THIS DOCUMENT CONTAINS AN EXPRESS ASSUMPTION OF RISK, A PROMISE NOT TO SUE AND TO RELEASE FULLY WITH THIS WAIVER ANY AND ALL CLAIMS.

Participant:

Sign: _____ Date: _____

Print: _____ Date: _____

Parent/Guardian: _____ Date: _____

(if under 18yrs of age)