Ardingly Riding Club Disclaimer

Participant's name, (Please Print)……

Waiver: In consideration of being permitted to use the facilities provided by Ardingly Riding Club for all purposes connected with Horse-riding and Equestrianism including (but not limited to) cross-country, show jumping, grid work and dressage ("The Activity"), I, for myself, my heirs, personal representatives or assigns **do hereby release, waive, discharge, and covenant not to sue** Ardingly Riding Club, its committee or its members, their heirs, personal representatives or assigns from liability **from any and all claims including negligence of Ardingly Riding Club and others as aforesaid** resulting in personal injury, accidents or illness (including death), and property loss arising from, but not limited to participation in The Activity.

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Signature of Participant Date Signature of Parent/ Guardian of Minor Date

Assumption of Risk: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises and sprains, (2) major injuries such as eye injury or loss of sight, joint and back injuries, heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death.

I have read the previous paragraph and I know, understand and appreciate these and other risks that are inherent in The Activity. I also understand that hard hats **(PAS 015 [1998 or 2011] + BSI Kitemark or Inspec IC Mark; VG1 01.040 [2014-12] + BSI Kitemark or Inspec IC Mark; ASTM F1163 [2004a or 04a onwards] + SEI mark; SNELL E2001 or E2016 + Official SNELL label & number; AS/NZS 3838 [2006 onwards] + SAI Global mark)** are the only hard hats that meet the new European and British standards and must be worn at all times when mounted with the harness properly adjusted and fastened. I also understand that only 'Jockey Skull' hats with no peak conforming to the above standards may be worn for cross country. I understand a body protector **conforming to BETA level 3, (purple label), displaying a 2009 label or later are obligatory for cross country competitions/clinics,** and recommended for grid work/show jumping. Hybrid Air Jackets & Helite Air Jackets can be worn but only over a BETA level 3 body protector. An Exo Body Cage can only be worn if the organiser is advised beforehand. I confirm that my hard hat and body protector complies with these standards. I know that I should wear suitable footwear with defined heels. I know that Medical Armbands must be worn for cross-country. **I hereby confirm and assert that my participation is voluntary, I am confident of my own ability and that of my horse(s) to ride safely and that I knowingly assume all such risks.**

Rules of the Cross-Country Course:

a) No rider under 8 will be permitted unless participating in an affiliated Pony Club event.
b) Riders under 18 must be accompanied by an adult and no lone riders under 18 will be permitted.
c) All group trainers will carry a working mobile phone. All lone riders will carry a working mobile phone or in all other cases groups of 2 or more will carry at least one working mobile phone between them.
d) Riders/trainers are requested to report any damaged/broken jumps immediately.
e) Jumps must only be jumped the way they are flagged.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Ardingly Riding Club and others as aforesaid HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including all fees and costs howsoever arising brought as a result of my involvement in The Activity and to reimburse Ardingly Riding Club and others as aforesaid for any such expense Ardingly Riding Club may have incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of England and Wales and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial right, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

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Signature of Participant Date Signature of Parent/ Guardian of Minor Date

Participant's age (if a minor)……