

## Festive Participation Agreement (FPA)

I hereby agree to release, indemnify and hold harmless all Kentucky Horse Park (KHP) and Festive personnel, its instructors, officers, directors, agents, and volunteers from and against any and all loss, liability or damage arising from or because of, or in connection with, participation in this competition or related activities. I also hereby agree to release, indemnify and hold harmless the show management, show committee and members, officers, directors, agents, and volunteers from and against any and all loss, liability or damage arising from or because of, or in connection with, participation in this competition or related activities.

By entering a Festive and/or SANA-licensed Competition and signing this entry blank as the Owner, Lessee, Trainer, Manager, Agent, Coach, Driver, Rider, Handler, Vaultor or Longeur and on behalf of myself and my principals, representatives, employees and agents, I agree that I am subject to the Rules, Regulations and Officials of KHP and The Festive of Endangered Equines and/or SANA (the "Festive and/or SANA") and the local rules of the competition. I agree to be bound by the Bylaws and Rules of the Festive and/or the SANA competition. I will accept as final the decision of the Event Committee on any question arising under the Rules, and agree to release and hold harmless the competition, the Festive and/or SANA, their officials, directors and employees for any action taken under the Rules. I represent that I am eligible to enter and/or participate under the rules, and every horse I am entering is eligible as entered. I also agree that as a condition of and in consideration of acceptance of entry, the Festive and/or SANA and/or the competition may use or assign photographs, videos, audios, cable-casts, or other likenesses of me and my horse taken during the course of the competition for the promotion, coverage or benefit of the competition, sport, or the Festive and/or SANA. Those likenesses shall not be used to advertise a product and they may not be used in such a way as to jeopardize amateur status. I hereby expressly and irrevocably waive and release any rights in connection with such use, including any claim to compensation, invasion of privacy, right of publicity, or to misappropriation. The construction and application of Festive and/or SANA rules are governed by the laws of the State of Kentucky, and any action instituted against the Festive and/or SANA must be filed in the State of Kentucky.

### **Festive Release. Assumption of Risk, Waiver and Indemnification**

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

I, the below signed, AGREE in consideration for my participation in this Competition to the following:

I AGREE that I choose to participate voluntarily in the Competition with my horse, as a rider, driver, handler, vaultor, longeur, lessee, owner, agent, coach, trainer, or as parent or guardian of a junior exhibitor. I am fully aware and acknowledge that horse sports and the Competition involve inherent dangerous risks of accident, loss, and serious bodily injury including broken bones, head injuries, trauma, pain, suffering, or death ("Harm").

I AGREE to release KHP and Festive and/or SANA and the Competition from all claims for money damages or otherwise for 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 Festive and/or SANA or the Competition.

I AGREE to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the Festive and/or SANA or the Competition.

I AGREE to indemnify (that is, to pay any losses, damages, or costs incurred by) the Festive and/or SANA and the Competition 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 at the Competition.

I have acknowledge the Festive and/or SANA Rules requires protective helmets, proper footwear and I understand that I am entitled to wear protective equipment without penalty, and I acknowledge that the Festive and/or SANA strongly encourages me to do so while WARNING that no protective equipment can guard against all injuries.

If I am a parent or guardian of a junior exhibitor, I consent to the child's participation and AGREE to all of the above provisions and AGREE to assume all of the obligations of this Release on the child's behalf.

I AGREE that "KHP and the Festive and/or SANA" and "Competition" as used above includes all of their officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations.

I AGREE that if I am injured at this competition, the medical personnel treating my injuries may provide information on my injury and treatment to KHP and the Festive and/or SANA coordinator.

I represent that I have the requisite training, coaching and abilities to safely compete in this competition.

BY SIGNING BELOW and by SIGNING any SANA Entry Form, I AGREE to be bound by all applicable KHP and Festive & SANA Rules and all terms and provisions of this entry blank.

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Signature Owner/Authorized Agent Printed Name Date

**Mail to: Equus Survival Trust 775 Flippin Road Lowgap, NC 27024 or bring to the Festive at Check-In**