



# USPC

The United States Pony Clubs, Inc.  
The Kentucky Horse Park, 4141 Iron Works Parkway, Lexington, KY 40511  
859/254-0600 (PHONE) Fax 859/254-4072 email uspc@ponyclubs.org

## RELEASE AND INDEMNITY AGREEMENT FOR INTERNATIONAL COMPETITIVE EXCHANGE TEAMS

This Release and Indemnity Agreement for USPC International Competitive Exchange Teams made and entered into At Lexington, Kentucky, on the day signed hereinafter by the authorized representative of The United States Pony Clubs, Inc. ("USPC"), by and between the USPC, a Kentucky nonprofit corporation as defined in Section 501(c)(3) of the IRS code and \_\_\_\_\_ and or  
(Name of Participant)

\_\_\_\_\_ resident(s) and citizen of \_\_\_\_\_  
(Parent and/or Legal Guardian if Participant less than 21 years) (City, State, County, Country)

In consideration of the voluntary participation and/or selection of \_\_\_\_\_  
(Name of Participant)

("Team Member") by The United States Pony Clubs, Inc. or one of its affiliates or member Pony Clubs (collectively and individually "USPC"), as a participating member of the \_\_\_\_\_ **Eventing Grand Prix Award Team**, as a member of such Team, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Team Member and, if Team Member has not attained the age of 21 years, the undersigned parent or legal guardian of such Team member ("Parent"), have executed and delivered this release and indemnity agreement ("Agreement") and hereby agree as follows:

Team Member and Parent have been provided, and have read and understand and agree to be bound by, the USPC Code of Conduct setting forth the required standard of behavior for a USPC International Competitive Exchange Team and its members, a copy of which, initialed by Team Member and Parent, is attached hereto as Exhibit A and incorporated herein in its entirety by this reference as if fully set forth at this point (Exhibit A "Code of Conduct"). Team Member and Parent each agree to abide by all of the terms and conditions of the Code of Conduct and this Agreement, understand and agree that the team officials (chaperone(s) and coach(es)) have absolute authority over all Team Member(s) throughout the Event, and agree to obey and cooperate in all respects with all Team chaperones and coaches, and all Event sponsors, officials, employees, and volunteers, and to represent USPC and Team Member's country as a worthy ambassador, so long as Team Member is a member of the Team, throughout the Event, en route thereto, and during and at all activities related or incident thereto.

Team Member and Parent understand and agree that Team Member may be dismissed from the Team at any time and returned home, at the sole and absolute discretion of the Team coach or chaperone, or by Event officials, for, or by reason of, any failure to abide by any provision of this agreement, and that Team Member and Parent shall bear full responsibility for, and shall pay, any and all costs and expenses incident to or arising out of such dismissal and return home, including, without limitation, all travel expenses and costs for Team member and Team Member's horse(s).

Team Member and Parent understand and agree that there are inherent risks of serious injury or even death possible with equine activities. Team Member and Parent, hereby jointly and severally, intending to be legally bound for themselves and for their respective spouses, heirs and successors, assigns and representatives, executors and administrators (1) wave and release forever any and all liability, and all claims for damages against USPC, including, without limitation, it's Board of Governors, Instructors, Administration, Volunteers, Employees, the \_\_\_\_\_ Pony Club, the Team, the Event, all organizers and officials of the Event, all  
(Applicable Pony Club)

representatives, agents and horse owners, of any of the foregoing (collectively "The USPC Parties"), of and from any and all responsibility or liability of any nature for, or resulting out of, the death or personal injury of, or property loss or damage suffered or incurred by, Team member or Parent, occurring during, or resulting, directly or indirectly, from Team Member's voluntary participation on the Team or in the Event, including, without limitation, practice, training sessions, travel, riding and/or contact with a horse/pony owned by any person in connection therewith, and any other activity in connection therewith, and (2) agree to defend and indemnify all and each of the USPC Parties from and against any and all losses, damages, proceedings, judgments, causes of action, and claims incurred by any of the USPC Parties as a result of, or arising out of, any breach of this Agreement by Parent or Team Member, or any negligent or wrongful act or omission, or any other act or omission, of Team Member or Parent, at, during, or in connection with, the Event, or otherwise related to or connected with the Team, the Event, and any travel or other activities connected therewith, and (3) agree any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association, and that the decision and award of the arbitrators shall be final and

conclusive and binding upon the parties hereto, and that such award shall be specifically enforceable by any court of competent jurisdiction having jurisdiction over either of the parties by the entrance of a judgment upon such award, and (4) agree that this Agreement shall be governed by the laws of the Commonwealth of Kentucky, and submit to the jurisdiction of the Commonwealth of Kentucky and venue of Fayette County, Kentucky, and the United States District Court for the Eastern District of Kentucky.

Team Member and Parent, intending to be legally bound, have executed this Agreement before a Notary and delivered it to USPC on the date set forth below.

TEAM MEMBER:

PARENT:

\_\_\_\_\_

\_\_\_\_\_

(Print Team Member Name on this line)

(Print Parent/Guardian Name on this line)

DATE OF BIRTH: \_\_\_\_\_

ADDRESS:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

PHONE: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, the Team Member named in the foregoing Agreement and the Parent of the Team Member named in the foregoing Agreement

**WITNESS MY HAND AND OFFICIAL SEAL** this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

(SEAL)

\_\_\_\_\_  
(Notary Public)

My Commission expires: \_\_\_\_\_

**USPC**

**United States Pony Clubs, Inc.**

A Kentucky Nonprofit Corporation

By: \_\_\_\_\_

(USPC Authorized Agent)

Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

Address: 4041 Iron Works Parkway  
Lexington, KY 40511-8483  
Phone: 859-254-7669  
Facsimilie: 859-233-4652

**EXHIBIT A  
RELEASE AND INDEMNITY AGREEMENT**

**UNITED STATES PONY CLUBS, INC. CODE OF CONDUCT  
FOR MEMBERS OF INTERNATIONAL EXCHANGE TEAMS**

In your selection for the USPC Eventing Gran Prix Award Team to be held  
(Name of Team)  
August 3-14, 2009 at Ireland, the committee has taken into  
(Date) (Location)  
consideration not only your ability as a rider but also your potential to represent your club, Region, the USPC, and the United States with dignity and pride. You are entrusted with an extremely important responsibility. To assist you with this responsibility, it is fair that an accurate statement of the Code of Conduct required and the standards of behavior expected of you is made known to you prior to your departure for the Exchange. This Code of Conduct and the Release and Indemnity Agreement of which it is part (the "Agreement") constitute that statement.

Failure to return the Agreement fully executed with this exhibit appropriately initialed, accepting and agreeing to be bound by these standards of expected behavior, will render you ineligible as a Team Member. Success of the exchange rests firmly with each member's ability to cooperate in every way with the team officials (Chaperone and Coach) and with the other team members. International Exchange rules state that the Chaperone and Coach of any international team representing USPC need the assurance of a clearly defined, appropriate behavioral code for all teams taking part in international exchanges. You will be expected to behave throughout the exchange in a dignified and respectful manner and in accordance with all instructions and requests of Chaperone(s) and Coach(es). Team meetings will be called and held from time to time at the Chaperone(s)' or Coach(es)' absolute discretion and you will attend all such meetings.

**THE FOLLOWING WILL NOT BE PERMITTED:**

- ◆ Uncontrollable, obstreperous or other disruptive or undignified behavior, including displays of temper or physical attacks.
- ◆ The use of any controlled substance (exception: prescription drugs of which the Chaperone and Coach must be aware in advance).
- ◆ Consumption of alcohol.
- ◆ Smoking or other use of tobacco.
- ◆ Theft.
- ◆ Sexual liaisons and/or amorous behavior (public or private).
- ◆ Leaving team lodgings without the express knowledge and permission of the Chaperone and/or Coach.
- ◆ Driving a motor vehicle of any kind or being driven in a motor vehicle by anyone under 21 years of age.
- ◆ Failure to abide by Team or Event rules or policies.
- ◆ Any other behavior or action which the Chaperone or Coach determines warrants dismissal from the team.

Please evidence your understanding of this Code of Conduct by initialing below in the appropriate space.

\_\_\_\_\_  
Team Member's Initials

\_\_\_\_\_  
Parent's Initials