



**OKLAHOMA EQUESTRIAN TRAIL RIDERS
ASSOCIATION**

WAIVER OF LIABILITY

2018-2019

The Competition & Consumer Act 2010 ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability.

I HEREBY RELEASE WAIVES, DISCHARGES AND COVENANTS of OETRA, Inc., current members or Board Members, and its state bodies or any subdivision thereof; volunteers, medical personnel, any persons, promoters, sponsors, advertisers, owners used to conduct the EVENT(S), drivers, other trail riders, who engage in risk or loss control activities regarding the premises or EVENT(S). For the purposes as herein referred to as "Releasees", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, heirs, and next of kin **FOR ANY AND ALL LOSS OR DAMAGE, INCLUDING VEHICLES AND TRAILERS** and the drivers. AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OR RELATED TO THE EVENT(S), OR COST they may incur arising out of, or related to the EVENT(S).

I HEREBY AUTHORIZES MANAGEMENT/DRIVER TO TRANSPORT, HAUL, AND/OR TRAILER ANY HORSE/S, livestock, TO ANY EVENT THAT REPRESENTS OKLAHOMA EQUESTRIAN TRAIL RIDERS ASSOCIATION.

I assume full responsibility **FOR ANY RISK OF BODILY INJURY, ANY DAMAGE TO HORSE, TRUCK OR TRAILER DURING AN EVENT, NEGLIGENCE DURING RESCUE OPERATIONS**, as set aside by the **OKLAHOMA LIVESTOCK LIABILITY LIMITED ACT, Oklahoma Stat. title 76, 50.3 (2001)**.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. BY SIGNING HEREUNDER, MY SIGNATURE CONFIRMS AND ACKNOWLEDGES THAT I UNDERSTOOD THE CONTENTS OF THIS DISCLAIMER.

NAME: _____ DATE: _____

PARENT/GUARDIAN CONSENT FOR UNDER 18 YEAR-OLD PARTICIPANTS:

I, being the parent/guardian of the above-named, confirm that I have read the whole of this document and have taken all necessary actions to ensure I am aware of the activity which the above named, will be asked to participate in and consent to him/her participating. In doing so, I acknowledge that equestrian activities are dangerous and that accidents causing death, bodily injury, disability and property damage can and do happen. I agree that neither the Branch, club/coach, participants, Board or Directors and its members, or any subdivision thereof, officials, volunteers, medical personnel, any persons promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S) shall be under any liability whatsoever for the death or any bodily injury, loss or damage which may be suffered or incurred by the abovenamed or by me in or being present at any activity conducted by, or on behalf of the BRANCH except for any rights the abovenamed or I may have arising under the Competition & Consumer Act (Cth) (or si By signing hereunder I confirm having read and understood the contents of this disclaimer. NAME: _____ DATE: _____