



# 3rd Western States Educational Ride 2010

Western States Trail Foundation, Sponsor

1216 High Street #C, Auburn, CA 95603

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OFFICE USE ONLY

Date Received

Sequence Number

Rider Number

## Application for Entry Friday, June 18<sup>th</sup>, Saturday, June 19<sup>th</sup> 2010

**Rider Information:** Please **PRINT** clearly!

Last Name	First Name & Middle Initial	Gender	Birth Date (Mo/Day/Yr)	AERC No.
Mailing Address	City	State	Country (if not USA)	Zip Code
Primary Telephone ( )	Alternate Telephone ( )	Email		

**Junior Rider Information:** Required for riders under 18 years old on the day of the Ride. This application must be submitted with a qualified sponsor.

Jr. Birth Date (Mo/Day/Year)	Full Name of Parent/Guardian	Signature of Parent/Guardian
Sponsor's Full Name (Sponsor must be 21 years or older on Ride Day)		
Sponsor's Age	<b>Sponsor Certification:</b> I certify that I am qualified to act as this Juniors sponsor. Please sign & date. (Date)	

**Horse Information:**

Horse Name	Nickname	AERC Number	Owner (If different than rider)		
Gender (Circle one) Gelding    Mare    Stallion	Breed	Horse DOB (Mo/Day/Yr)	Color	Height	Approx. Weight

**Entry Fees:**

Event Description	Mark Choice	Fee
Saturday, June 19 <sup>th</sup> - Fee amount <b>\$125.00</b>		\$
Extra BBQ Meals <b>\$15</b>		\$
Trailer Moving - Fee amount <b>\$35.00</b>		\$
<b>Total Due with Application</b>		<b>\$</b>

**Refund Policy:** Ride entry withdrawal requests received at the Tevis office **on/before June 1, 2010** will receive a refund, less a **\$35** non-refundable administrative fee. Entry withdrawal after **June 1, 2010**, will receive a refund, less **\$50**. **No refunds for no shows.** Horses unable to start because of injury or sickness occurring **on/after June 1, 2010**, and **fully documented by a Vet**, may receive partial refunds at the discretion of ride management.

**Method of Payment:**

<input type="checkbox"/> Visa <b>Credit Card Number</b>	Expiration Date	
<input type="checkbox"/> Master Card		
Print Name (as it appears on the card)	Card Holder Signature	
<b>Check</b> (Make Payable to WSTF)	Check Number	<b>Money Order</b> (Make MO Payable WSTF)    MO #

**Office Use Only**

Cancel Date	Total Entry Fee	Less processing fee <b>35    50</b>	Date Refund Requested	Total Refund Requested	Date Refunded
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**3<sup>rd</sup> Western States Educational Ride**  
**Friday, June 18<sup>th</sup>, Saturday, June 19<sup>th</sup> 2010**

**ACKNOWLEDGEMENT OF RISK AND RELEASE OF ALL LIABILITY**

1. **1. I RECOGNIZE AND ACKNOWLEDGE THAT THIS IS A RISKY SPORT AND I AM FULLY AWARE AND ACCEPT RESPONSIBILITY FOR ALL THE RISKS AND DANGERS INHERENT IN THIS ACTIVITY:** Including, but not limited to risks associated with stabling and transporting horses and risks from natural conditions, including wildlife such as rattlesnakes, bears, and mountain lions, hazards caused by the negligence or incompetence of other riders or their failure to control their mounts, hazards of vehicular traffic, narrow precipitous trails in remote wilderness areas, risks of injury from falling, altitude sickness, overuse, fatigue, dehydration, getting lost, exposure to elements and falling rocks and trees. These are only some of the risks. I understand that there is no way for Ride Management to anticipate, identify, modify or eliminate all risks nor has Ride Management undertaken to do so. I further understand that if in fact my horse or I become injured or incapacitated, it may be difficult or impossible to get required medical or veterinary aid to me or my horse in time to avoid additional physical injury or even death.

Initials: \_\_\_\_\_

2. **2. ASSUMPTION OF RISK:** With full awareness of the above stated risks and all risks not stated I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK of personal injury including permanent disability and death to myself and all risk of injury or loss to my horse sustained while participating in this event including the risk of passive or active negligence on the part of the released parties.

Initials: \_\_\_\_\_

3. **3. RELEASE OF LIABILITY:** With full awareness of the above stated risks and all risks not stated and in consideration of my being allowed to participate in this event, I, on behalf of myself, my heirs, executors and administrators, and anyone claiming through me hereby **FOREVER RELEASE AND DISCHARGE** the Western States Trail Foundation and the Officers, Directors, and/or members, agents, and employees of each, and all medical, veterinarian and other personnel assisting with the event or any of them and any other person assisting with this riding event including any public or private land owners over whose property the Ride passes, their representatives, successors and assigns, **FROM ANY AND ALL CLAIMS OF LIABILITY FOR DAMAGE FOR ANY AND ALL INJURIES TO ME, MY HORSE, OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THIS EVENT.**

Initials: \_\_\_\_\_

4. **4. AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** In further consideration of being allowed to participate in this event, I agree that I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS, the Western States Trail Foundation and the officers, directors, members, agents, of each, against all claims, demands and causes of action, including Court costs and attorney fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this agreement.

Initials: \_\_\_\_\_

5. **5. CERTIFICATION OF ABILITY AND AGREEMENT TO ABIDE BY RIDE RULES:** I certify that I have the necessary skills and ability to participate in the Western States Educational Ride. I further agree to abide by all rules and instructions given to me either verbally or in writing by the Western States Trail Foundation.

Initials: \_\_\_\_\_

6. **6. MEDIA RELEASE:** I hereby grant irrevocable permission to the Western States Trail Foundation, and any media covering the event, and the authorized agents, contractors and representatives of each, to use my name and likeness in any photographs, videotapes, motion pictures, recordings or any other records of my participation in this event for any purpose.

Initials: \_\_\_\_\_

7. **7. WAIVER OF RIGHTS:** It is further understood and agreed that this event is a non-professional, amateur sporting event. It is conducted by an all volunteer board solely for the enjoyment of the participants, their friends, their families, and spectators. Any competitor who believes that he/she may have any direct or indirect financial interest in the outcome of the Ride; in his/her participation in the Ride; in his/her completion of the Ride; in his/her failure to complete the Ride; in his/her disqualification during the Ride or, as a result of sanctions imposed against him/her following the Ride for any reason whatsoever; hereby expressly and irrevocably waives his/her financial interest. Participants are expressly advised that, but for their agreement to this waiver provision, they or their agents or assigns may have various legal or equitable causes of action against various groups or individuals involved with the conduct of the Ride. In executing this paragraph of the ACKNOWLEDGEMENT OF RISK AND RELEASE OF ALL LIABILITY form, the participant expressly surrenders his/her right to seek monetary damages from any group or individual directly or indirectly involved with the conduct of the Ride and further agrees that any damages of any sort which otherwise might be alleged shall not exceed the liquidated sum of One Dollar (\$1.00).

The participant further waives his/ her rights under California Civil Code Section 1542 which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This waiver therefore applies to all potential claims for damage whether known or unknown, suspected or unsuspected.

Initials: \_\_\_\_\_

I ACKNOWLEDGE THAT I HAVE READ/UNDERSTAND AND I ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND I UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON ME AND ANYONE CLAIMING THROUGH ME AND EFFECTIVELY BARS MY RIGHT TO CLAIM DAMAGES OF ANY KIND INCLUDING INJURIES OR EVEN DEATH ARISING FROM MY PARTICIPATION IN THIS EVENT.

I certify under penalty of perjury that I have provided true and complete information concerning my health and qualifications.

\_\_\_\_\_  
Rider Name (print)

\_\_\_\_\_  
Signature of Rider  
or of Parent/Guardian of A Junior Rider

\_\_\_\_\_  
Date