UNITED POLE BENDING ASSOCIATION

NATIONAL PARTICIPANT WAIVER, ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION & HOLD HARMLESS AGREEMENT

Established 2026

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FOR USE AT UPBA EVENTS THROUGHOUT THE UNITED STATES

IMPORTANT LEGAL DOCUMENT — READ CAREFULLY BEFORE SIGNING

This Agreement is intended for use at United Pole Bending Association events throughout the United States.

This National Master Agreement must be used together with the applicable **UPBA State Equine Activity Liability Addendum**, legally required state warning notices and signage, and any applicable local or venue requirements.

State and local law shall control where mandatory law differs from this Agreement.

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1. PURPOSE OF THIS AGREEMENT

This Agreement is intended to acknowledge the inherent risks associated with horses, equine activities, pole bending, speed events, competition, spectatorship, event attendance, and activities occurring on or around an equine facility.

To the fullest extent permitted by applicable law, this Agreement is intended to provide appropriate protections for:

- United Pole Bending Association (UPBA);
- UPBA Home Office;
- UPBA officers and directors;
- State Directors;
- County, district, and area directors;
- UPBA affiliates;
- Show producers;

- Event organizers;
- Property owners;
- Landowners;
- Arena and venue owners;
- Arena and venue operators;
- Lessors and lessees;
- Sponsors;
- Financial investors;
- Awards sponsors;
- Product providers;
- Volunteers;
- Employees;
- Contractors;
- Officials;
- Announcers;
- Secretaries;
- Timer operators;
- Tractor and arena workers;
- Photographers and media personnel when acting for the event;
- Agents and representatives; and
- Other parties involved in producing or operating the UPBA event.

These parties are collectively referred to as the **Released Parties**.

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2. PARTICIPANT INFORMATION

Participant/Rider Name: _____

Date of Birth: _____

UPBA Membership Number: _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____

Phone: _____ **Email:** _____

Emergency Contact

Name: _____

Relationship: _____

Phone: _____

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3. EVENT INFORMATION

UPBA Event: _____

Event Date(s): _____

Arena/Venue: _____

County: _____

City: _____ **State:** _____

Venue Address: _____

Property/Venue Owner: _____

Show Producer/UPBA Affiliate: _____

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4. ACKNOWLEDGMENT OF EQUINE RISKS

I understand that horses and equine activities involve inherent and other risks that can result in property damage, bodily injury, permanent disability, paralysis, or death.

Horses are powerful and independently acting animals whose behavior cannot always be predicted or controlled.

Risks may include, but are not limited to:

- Falling from a horse;
- Being thrown from a horse;
- Horses slipping or falling;
- Bucking;
- Rearing;
- Bolting;
- Kicking;
- Biting;
- Striking;
- Stepping on persons or property;
- Sudden or unpredictable movement;
- Collision with another horse;
- Collision with poles;
- Collision with fences, gates, walls, vehicles, trailers, people, animals, or equipment;
- High-speed competition;
- Rapid turns;

- Sudden changes of direction;
- Arena footing;
- Wet, dry, deep, hard, loose, muddy, dusty, slick, uneven, or changing ground;
- Tack or equipment failure;
- Poles or timing equipment;
- Warm-up areas;
- Holding areas;
- Barns and stalls;
- Parking areas;
- Roads and walkways;
- Loading and unloading;
- Hauling;
- Leading or tying horses;
- Saddling and grooming;
- Spectators;
- Other participants;
- Vehicles and trailers;
- Tractors;
- Arena drags;
- ATVs and utility vehicles;
- Weather;
- Lightning;
- Heat and cold;
- Acts or omissions of other participants or third parties; and
- Other known and unknown risks associated with equine activities and event attendance.

I understand that serious injury or death may occur even when reasonable precautions are taken.

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5. VOLUNTARY ASSUMPTION OF RISK

I voluntarily participate in and/or attend the UPBA event with knowledge that equine activities involve substantial risks.

To the fullest extent permitted by applicable law, I knowingly and voluntarily assume the inherent and ordinary risks associated with:

- My participation;
- My attendance;

- My horse;
- My equipment;
- My vehicle and trailer; and
- My presence on the event property.

I accept responsibility for determining whether I and my horse are capable of safely participating.

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6. RELEASE OF LIABILITY

To the fullest extent permitted by applicable law, I, on behalf of myself and my heirs, estate, personal representatives, guardians, successors, and assigns, release and discharge the Released Parties from claims arising from the inherent and ordinary risks associated with participation in or attendance at the UPBA event.

This includes, to the extent legally permitted, claims involving:

- Personal injury;
- Bodily injury;
- Permanent disability;
- Death;
- Horse injury or death;
- Property loss or damage; and
- Other losses arising from inherent or ordinary risks of the activity.

Where permitted by applicable state law, this release is also intended to encompass claims arising from **ordinary negligence** of a Released Party.

This Agreement does not attempt to release liability that applicable law prohibits from being released.

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7. HORSE OWNER RESPONSIBILITY

I accept responsibility for each horse I:

- Own;
- Lease;
- Borrow;
- Ride;
- Haul;
- Handle; or
- Bring onto event property.

To the best of my knowledge, each horse I enter is reasonably suitable for the activity in which it will participate.

I understand that UPBA, the producer, property owner, and venue do not guarantee the health, training, suitability, temperament, or behavior of any horse.

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8. PROPERTY OWNER & VENUE PROTECTION

To the fullest extent permitted by applicable law, this Agreement is intended to include the property owner, landowner, arena owner, venue operator, landlord, lessor, lessee, facility manager, and their respective employees, representatives, volunteers, and agents among the Released Parties.

I understand that an equine facility may contain natural and artificial conditions including:

- Uneven terrain;
- Holes;
- Rocks;
- Mud;
- Dust;
- Fencing;
- Gates;
- Buildings;
- Equipment;
- Livestock;
- Vehicles;
- Machinery; and
- Other conditions ordinarily associated with agricultural and equine property.

I agree to obey all venue safety requirements.

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9. PRODUCER & EVENT PERSONNEL PROTECTION

Show producers, UPBA affiliates, directors, arena personnel, volunteers, officials, timers, announcers, tractor operators, office personnel, and other authorized event workers are included as Released Parties to the fullest extent permitted by law.

I agree to comply with reasonable safety instructions issued by authorized event personnel.

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10. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by applicable law, I agree to indemnify and hold harmless the Released Parties from third-party claims, liabilities, damages, judgments, and reasonable costs arising from my negligent or wrongful acts or omissions or those of a horse, vehicle, equipment, minor, employee, or agent for whom I am legally responsible.

Nothing in this provision requires indemnification for conduct that applicable law prohibits from being indemnified.

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11. MEDICAL EMERGENCIES

If I am injured or incapacitated, I authorize event personnel to contact emergency medical services when reasonably necessary.

I understand that UPBA and the Released Parties do not guarantee the availability of medical personnel.

Except where another party is legally responsible, I am responsible for my own:

- Ambulance expenses;
- Emergency treatment;
- Hospital expenses;
- Physician expenses;
- Rehabilitation expenses; and
- Other medical costs.

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12. MINORS

A parent or legal guardian must complete the applicable minor-participant provisions for a rider who has not reached the legal age required to execute their own release.

Because laws governing releases involving minors vary by state, the applicable **UPBA State Addendum** shall control where additional signatures, acknowledgments, or requirements apply.

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13. EQUINE HEALTH

Participants are responsible for complying with applicable:

- Federal requirements;
- State equine health requirements;
- Interstate transportation requirements;
- Venue requirements; and

- UPBA event health requirements.

Participants must not knowingly bring a horse to a UPBA event that creates an unreasonable contagious-disease risk.

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14. HELMETS & SAFETY EQUIPMENT

Participants are responsible for complying with all UPBA, state, venue, insurer, and event safety-equipment requirements.

UPBA strongly encourages appropriately certified equestrian helmets, particularly for Youth competitors.

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15. VEHICLES, TRAILERS & PERSONAL PROPERTY

Participants remain responsible for their:

- Horses;
- Vehicles;
- Trailers;
- Tack;
- Saddles;
- Equipment;
- Clothing;
- Electronics; and
- Other personal property.

UPBA is not an insurer of participant property.

Participants are responsible for obtaining appropriate insurance coverage.

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16. STATE EQUINE ACTIVITY LIABILITY ADDENDUM

This National Agreement shall be accompanied by the applicable **UPBA State Equine Activity Liability Addendum** for the state in which the event is held.

UPBA recognizes that equine-activity liability laws differ among states.

The State Addendum should contain, where applicable:

- The state's legally required equine activity warning.
- Applicable statutory citation.

- Required contract language.
- Signage requirements.
- Required lettering or formatting.
- Statutory definitions applicable to the event.
- Applicable statutory exceptions.
- Minor-participant requirements when appropriate.
- State-specific waiver provisions.
- Any other mandatory state requirements identified for UPBA events.

The applicable State Addendum is incorporated into this Agreement.

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17. CALIFORNIA & MARYLAND

UPBA recognizes that California and Maryland do not currently have the same type of equine-activity liability statute relied upon in most other states.

UPBA events held in California or Maryland must therefore use the specifically approved **UPBA California Addendum** or **UPBA Maryland Addendum** and must not represent that statutory equine-activity immunity exists when it does not.

These events remain subject to applicable waiver, assumption-of-risk, premises-liability, negligence, contract, recreational, and other applicable law.

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18. STATE, COUNTY & LOCAL LAW COMPLIANCE

The Participant acknowledges that laws concerning:

- Equine activities;
- Recreational activities;
- Premises liability;
- Waivers;
- Releases;
- Assumption of risk;
- Indemnification;
- Minor participants;
- Landowners;
- Event operators; and
- Other matters

may differ among states and local jurisdictions.

This Agreement will be interpreted and enforced only to the fullest extent permitted by applicable law.

The applicable UPBA State Addendum for the state in which the event occurs is incorporated into this Agreement.

The show producer, UPBA affiliate, and venue are responsible for complying with applicable state statutory warning requirements and applicable county, municipal, facility, fairground, or venue requirements.

Nothing in this Agreement is intended to waive, release, indemnify, or limit liability where doing so is prohibited by applicable law.

If a provision conflicts with mandatory state or local law, that law will control and the remaining provisions will continue to the fullest extent permitted by law.

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19. REQUIRED EQUINE WARNING SIGNS

Where state law requires an equine activity warning sign, the show producer, UPBA affiliate, and/or venue must ensure the legally required warning is prominently displayed in the required locations.

The exact statutory language applicable to that state must be used.

A producer should not substitute a generic UPBA warning for legally required statutory language.

The producer is responsible for confirming that:

- The correct state warning is displayed;
- Required wording is used;
- Required letter size is followed;
- Required sign size is followed, if applicable;
- Signs are placed in legally required locations; and
- Required warning language appears in contracts or releases when applicable.

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20. COUNTY, CITY & VENUE REQUIREMENTS

UPBA events must also comply with applicable local requirements.

This may include rules imposed by:

- Counties;
- Cities;
- Municipalities;

- Fairgrounds;
- Agricultural centers;
- Parks;
- Private arenas;
- Public arenas;
- Universities;
- Schools;
- Rodeo grounds; and
- Other property owners.

The producer or UPBA affiliate must determine whether additional local permits, insurance, waivers, emergency plans, or facility agreements are required.

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21. INSURANCE

This waiver is **not a substitute for liability insurance**.

UPBA producers, affiliates, venues, and property owners are responsible for maintaining whatever insurance coverage is required by:

- UPBA;
- Their venue contract;
- Their insurer;
- Applicable law; or
- Their individual business circumstances.

When required, UPBA and/or the venue may require proof of insurance or additional-insured status before approving an event.

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22. EQUINE ACTIVITY STATUTORY PROTECTION

Nothing in this Agreement is intended to surrender any statutory immunity, limitation of liability, assumption-of-risk defense, recreational-use protection, premises defense, or other legal protection that may be available to a Released Party.

Instead, this Agreement is intended to operate **in addition to those protections**, to the extent permitted by applicable law.

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23. PHOTO, VIDEO & MEDIA RELEASE

UPBA events may be photographed, recorded, filmed, or livestreamed.

Subject to applicable law, participants authorize UPBA to use event photographs and recordings for legitimate association purposes, including:

- Event coverage;
- UPBA website;
- Social media;
- Advertising;
- Sponsor promotion;
- Membership promotion;
- Historical archives; and
- Promotion of pole bending.

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24. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will continue in effect to the fullest extent permitted by applicable law.

Where legally permitted, an unenforceable provision should be limited only to the extent necessary rather than invalidating the entire Agreement.

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25. PARTICIPANT ACKNOWLEDGMENT

I acknowledge:

I HAVE READ THIS AGREEMENT.

I understand that horses, pole bending, speed events, and equine activities involve risks of:

SERIOUS INJURY

PERMANENT DISABILITY

PROPERTY DAMAGE

EQUINE INJURY OR DEATH

HUMAN INJURY OR DEATH

I understand that this Agreement contains provisions concerning:

ASSUMPTION OF RISK

RELEASE OF LIABILITY

INDEMNIFICATION

HOLD HARMLESS

I understand that the applicable **UPBA State Addendum** is part of this Agreement.

I have had the opportunity to ask questions and seek independent legal advice.

I sign voluntarily.

ADULT PARTICIPANT / RIDER

Printed Name: _____

Signature: _____

Date: _____

MINOR PARTICIPANT

Minor Rider: _____

Date of Birth: _____

Parent/Legal Guardian: _____

Relationship: _____

Parent/Guardian Signature: _____

Date: _____

Emergency Phone: _____

Second Parent/Guardian, if required or desired

Name: _____

Signature: _____

Date: _____

PRODUCER COMPLIANCE CHECKLIST

Before the event opens, the producer/UPBA affiliate should verify:

- National UPBA waiver is available.
- Correct State Addendum is attached.
- Current statutory warning language has been verified.
- Required equine warning signs are posted.
- State-required sign size/lettering has been verified.
- County/city requirements have been checked.
- Venue requirements have been checked.
- Insurance requirements have been satisfied.
- Emergency contact procedures are established.

- Minor-participant requirements are followed.
- Participant signatures are collected before participation.
- Horse-owner signatures are obtained when required.
- Signed releases are retained according to UPBA record-retention requirements.

UPBA NATIONAL LIABILITY SYSTEM

UPBA will maintain a liability-document system consisting of:

DOCUMENT 1

UPBA National Master Waiver & Release

DOCUMENT 2

State-Specific Equine Activity Liability Addendum

DOCUMENT 3

Minor Participant / Parent-Guardian Agreement

DOCUMENT 4

Producer / Venue Compliance Checklist

DOCUMENT 5

State-Required Equine Activity Warning Sign

DOCUMENT 6

Local / Venue Addendum when required

ALL 50 STATES

UPBA intends to maintain state-specific liability materials for:

Alabama • Alaska • Arizona • Arkansas • California • Colorado • Connecticut • Delaware • Florida • Georgia • Hawaii • Idaho • Illinois • Indiana • Iowa • Kansas • Kentucky • Louisiana • Maine • Maryland • Massachusetts • Michigan • Minnesota • Mississippi • Missouri • Montana • Nebraska • Nevada • New Hampshire • New Jersey • New Mexico • New York • North Carolina • North Dakota • Ohio • Oklahoma • Oregon • Pennsylvania • Rhode Island • South Carolina • South Dakota • Tennessee • Texas • Utah • Vermont • Virginia • Washington • West Virginia • Wisconsin • Wyoming

Each state's addendum must be reviewed against current law before use.

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FAIR COMPETITION • STRONG COMMUNITY • SAFE EVENTS • BRIGHT FUTURE