





# SILVER Entry Form 2019

No entry is eligible to compete until the entry form is signed by the person responsible. A parent or guardian must sign for a Jr. Rider. Copies of EC & OE memberships as well as PAYMENT MUST be attached and submitted by the closing date to avoid late fees.

**FEES:** DN Member \$40/class - Non-Member \$50/class

**STABLING:** \$40-day stall / \$50-overnight stall / \$8-bedding

*A \$5 refund will be given to clean stall upon check out with the show office and return of show number.*

Mail entry form to: **Jennifer Moore, PO Box 231, Fonthill, ON L0S 1E0**

Questions can be directed to Jennifer via email at [gbuster\\_64@msn.com](mailto:gbuster_64@msn.com)

## CHECKLIST: Did you remember?

- Photocopy of your OE membership card
- Photocopy of your Equestrian Canada membership card
- Electronic or paper horse recording
- Adult Amateur Card Status
- Signatures
- PAYMENT
- Signed Waiver

Please read the Dressage Niagara Competition Handbook for essential information regarding entries. The handbook is available online, along with all necessary forms at [www.dressageniagara.com](http://www.dressageniagara.com)

### **Person Responsible: (as defined by Equestrian Canada)**

“The person responsible for a horse is an adult who has , or shares, responsibility for the care, training, custody, and performance of the horse and who has official responsibility for that horse under EC Rules and is liable under the penalty provisions of the Rules for any violation of the EC Rules. The Person Responsible must hold an EC licence (see Article A203.5). For the purpose of these Rules, the Person Responsible is normally the trainer, owner or the competitor who rides or drives the horse during an event, or a parent or legal guardian in the case of junior competitors. The Person Responsible is ultimately responsible for the condition, fitness and management of the horse and is alone responsible for any act performed in the stables by himself or herself or by another person with authorized access to the horse, or while the horse is being ridden, driven or exercised.”  
See Article A1011 for further information.

**Per Article A801**, every entry at an EC-sanctioned competition shall constitute an agreement by the person responsible that the owner, lessee, trainer, manager, agent, coach, driver or rider and horse shall be subject to the EC constitution and all rules of EC and any additional rules set by the competition. It is the responsibility of all individuals participating in any capacity in EC-sanctioned competitions to be knowledgeable regarding the EC constitution and the applicable rules of EC and the additional rules, if any, imposed by the competition. Do not participate in this EC- sanctioned competition in any capacity if you do not consent to be bound by the constitution and rules of EC and any additional rules imposed by the competition.

**Parents and Guardians (Article A213.2):** A parent or guardian must sign the entry form of a minor child/junior competitor (under 18 years of age). Parents/guardians are not required to have an EC Sport License or EC Registered Participant status, provided they agree to abide by the rules and penalties contained in the Rule Book and acknowledge that they are liable under the penalty provisions of the Rules for any violations of the EC Rules by their minor child. Note that a parent/guardian who is signing as a Person Responsible (PR) is bound by the license requirements of PR (see Article A801.6)



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## ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, \_\_\_\_\_, hereby acknowledge that participation in Dressage Niagara activities are purely voluntarily. In consideration of the services of Dressage Niagara, its agents, owners, affiliates, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Dressage Niagara", I hereby agree to release and discharge Dressage Niagara, on behalf of myself, my heirs, assigns, personal representatives, guardians and estate as follows:

1. **Acknowledgment of Risk:** I recognize the fact that there is an inherent danger in participating in equestrian events, including but not limited to death or injury resulting from (a) riding, jumping, or other activities associated with horses; (b) colliding with fences, or other obstacles (c) slips, falls, or exhaustion. I have fully investigated the equipment/course/facilities and as a result of my personal investigation, I acknowledge that I am aware that there may be dangers, and that myself and/or my horse may suffer injuries as a result of their participation in them. I understand that no amount of care, caution, instruction, or expertise can eliminate this inherent danger.

2. **Assumption of Risk:** In recognition of the known and unknown risks identified above, I expressly agree and promise to accept and assume all of the risks existing in my use and my horse's use of the equipment/facilities under Dressage Niagara supervision, I represent that I have voluntarily chosen to assume all risks associated with these activities

3. **Release Provision:** I understand and agree that I am assuming full responsibility for any and all death, illness, injury, and property damage and/or loss that I and/or my horse may suffer, in connection with any and all Dressage Niagara activities in which I may participate in, including, but not limited to death, illness, injuries or property damages and/or loss arising from, among other things, negligence or carelessness of the part of Dressage Niagara. I agree that this release constitutes a complete release, discharge, and waiver of any and all actions or causes of action against Dressage Niagara. I agree that I, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute Dressage Niagara, for injury or damage resulting from negligence or other acts, howsoever caused.

4. **Indemnity Clause:** I hereby indemnify and hold harmless Dressage Niagara from any and all liabilities or claims made by other individuals or entities as a result of any of my actions or my horse's actions while I am engaged in any Dressage Niagara activity including any litigation, expenses, attorney's fees, loss, liability, damage or cost which may occur as a result of any such claims. Should Dressage Niagara, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

5. **Continuation of Agreement:** I understand and agree that this release will have the effect of releasing, discharging, waiving, any and all actions or causes of action that I may have or have had against Dressage Niagara whether under statutory or common law existing now or in the future, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, and I hereby expressly waive all future unknown claims caused by, or alleged to be caused by, any act or omission by Dressage Niagara

6. **Governing Law, Jurisdiction, and Severability of Provisions.** This Assumption of Risk and Release of Liability shall be governed by laws of the Province of Ontario and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event that I file a lawsuit against Dressage Niagara, I agree to do so solely in the Province of Ontario. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall nonetheless remain in full force and effect.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN A DRESSAGE NIAGARA ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST DRESSAGE NIAGARA ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE DRESSAGE NIAGARA AND ASSOCIATED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH. I HAVE CAREFULLY READ BOTH PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN DRESSAGE NIAGARA AND I AND AFFILIATED PARTIES AND I SIGN IT OF MY OWN FREE WILL.

Signature of Member: \_\_\_\_\_

Print Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, Province and Postal Code: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Today's Date: \_\_\_\_\_