

VASS (Vermont Adaptive Ski & Sports) AT MOONRISE FARM

DS/USA INSURANCE WAIVER & RELEASE OF LIABILITY FORM and MEDIA RELEASE FORM

In consideration of being allowed to participate in the VASS at Moonrise Farm horse program, an equine* activity, and related events and activities, including transportation, I and/ or the minor participant for myself, and on behalf of my heirs, assigns, personal representatives and next of kin:

1. **Agree** that prior to participating I will inspect or will instruct the minor to inspect the facilities and equipment to be used, and if anything appears unsafe for me to participate, I and/ or the minor will immediately advise VASS of each condition(s) and refuse to participate.
2. **Acknowledge** and fully understand that participants will be engaging in activities that involve risk of a serious injury, including permanent disability and death, severe social and economic losses which might result from our own actions or inaction's, from others negligence, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks unknown or not reasonably foreseeable at this time.
3. **Volunteer to assume** all the forgoing risks and freely accept personal responsibility for any and all damages due to injury, including permanent disability or death.
4. **Release, waive, discharge and covenant not to sue** VASS, DISABLED SPORTS USA, MoonRise Farm, any host facility, affiliated clubs, representative directors, administrators, employees, agents, coaches and other employees, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (the "Releasees") their heirs and assigns and next of kin from any and all liability from any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by negligence of the Releasees or otherwise.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

X _____

Participant's Name (PRINTED please)	Signature if 21yrs or older	Date
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FOR PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, **do consent** and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE.**

X _____

Parent/Guardian Name Printed	Signature	Emergency Phone	Date
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MEDIA/PHOTO WAIVER: I hereby **authorize** _____ I hereby **do not authorize** _____ (check one) and give my full consent to VASS at MoonRise Farm to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while participating. I also agree VASS may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.

X _____

Signature	Date
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***Under Vermont Law, an equine activity sponsor is not liable for an injury to or the death of, a participant in equine activities resulting from the inherent risk of equine activities that are obvious and necessary, pursuant to 12 V.S.A. sec. 1039**