

TENNESSEE WALKING HORSE ENTHUSIASTS' ASSOCIATION OF MONTANA

2019 MEMBERSHIP APPLICATION

_____ Individual Membership \$20 _____ Family Membership \$30 _____ Gift Membership

Each paying member may award a one-time gift membership to two people per year.

Member awarding the one year gift membership_____.

Member Name(s)		
Address		
Phone	Cell	E-mail

Membership is renewed on a calendar year basis. Please make checks payable to:

“TWHEAM”

Mail your check and application to:

Karen Harlan, TWHEAM Treasurer
11450 Mullan Road
Missoula, MT 59808

RELEASE OF LIABILITY AND HOLD HARMLESS

Please read this carefully.

---WARNING---

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT THERE ARE INHERENT RISKS IN USING AND BEING AROUND HORSES. THOSE RISKS INCLUDE PROPERTY DAMAGE, BODILY INJURY, AND DEATH. I UNDERSTAND THAT HORSES ARE UNPREDICTABLE AND CAPABLE OF SUDDEN, UNEXPECTED, AND POTENTIALLY DANGEROUS MOVEMENTS DESPITE THEIR PRIOR HISTORY. I FURTHER UNDERSTAND THAT HORSES ARE EASILY FRIGHTENED BY SOUND, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, SMELLS, PERSONS, OR OTHER ANIMALS. THEY MAY RUN, BITE, BUCK, OR KICK. HORSES MAY ALSO ENCOUNTER NATURAL HAZARDS, SUCH AS SURFACE OR SUBSURFACE CONDITIONS, AND MAY REACT UNPREDICTABLY. THEY MAY EVEN COLLIDE WITH OTHER OBJECTS, PERSONS, OR ANIMALS. RIDERS CAN ALSO FALL OFF OF HORSES AND INJURE THEMSELVES.

In consideration for the permission and privilege to participate in activities organized by Tennessee Walking Horse Enthusiasts' Association of Montana and its volunteers, employees, agents, members, officers, or any other person or entity acting on its behalf (hereinafter referred to collectively as “TWHEAM ”), I voluntarily agree to the terms of this RELEASE OF LIABILITY AND HOLD HARMLESS. I have acquainted myself with rules of safety applicable to any involvement with horses and their environment and I understand that it is not anyone else's obligation to teach them to me. I have read and understand the warnings listed above regarding horses and their environment. I understand that I am responsible for maintaining control of my person and the equipment, devices, or animals I may be using while

participating in equine activities. I further understand that it is my responsibility to refrain from acting in any manner that may cause or contribute to injury to myself or to others while participating in equine activities.

I hereby represent that I am capable of using and being in close proximity to horses and their environment. I further represent that I am competent and capable to participate in the activities I will be participating in and agree to act within the limits of my abilities.

I hereby release, waive, and forever discharge TWHEAM from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting from my involvement with its equine activities, whether or not such injury, property damage, or death is caused by negligence. I assume full responsibility for the risk of bodily injury, death, or property damage resulting from my involvement with TWHEAM's equine activities and hold TWHEAM harmless from any liability therefrom.

I understand that I am assuming 100% of the risk of injury or death directly or indirectly arising as a result of my involvement with TWHEAM equine activities.

This release shall be governed by the laws of the State of Montana. If any portion of this release is held invalid by a court, it is agreed that the remainder of this release shall continue in full legal force and effect notwithstanding the invalidity of any portion of it.

If I have requested that you allow a minor child or children of mine to be involved in TWHEAM's equine activities, then the provisions of this release and hold harmless shall apply to such child or children. I represent that I have the legal authority to enter into this release on behalf of the minor child or children.

This release is given on behalf of myself and my spouse, legal representatives, administrators, executors, heirs, and assigns and in the case of any child or children of mine, on behalf of them and their legal representatives, administrators, executors, heirs, and assigns. This release is an ongoing release and remains in effect until I have revoked it in writing.

I understand that this document is a contract and agree that if a lawsuit is filed against TWHEAM for any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred to defend that lawsuit.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS AN AGREEMENT AND PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY AND HOLD HARMLESS FOR ALL CLAIMS.

I ACKNOWLEDGE AND AFFIRM THAT I HAVE CAREFULLY READ THE CONTENTS OF THIS RELEASE, FULLY UNDERSTAND ITS MEANING, AND SIGN THIS RELEASE VOLUNTARILY.

DATED: _____

Signature of Rider or if minor, Parent of Minor Child

Address: _____

Signature of Minor Child

Printed Name of Rider or Minor Child

Phone: _____