



2012 PARTICIPATING MEMBER APPLICATION

1. DUES MUST BE PAID WITH A CLUB CHECK. 2. This application must be COMPLETE with all REQUIRED SIGNATURES and RECEIVED BY THE NATIONAL OFFICE WITH ALL REQUISITE FEES BEFORE THIS APPLICANT MAY PARTICIPATE IN ANY UNITED STATES PONY CLUBS, INC. ("USPC") ACTIVITY. 3. Any application returned as INCOMPLETE, or with INVALID SIGNATURES must be resubmitted and is subject to a \$5.00 RETURN FEE. 4. APPLICATIONS SUBMITTED BY ANYONE OTHER THAN THE DC OR APPOINTED CLUB OFFICER WILL BE RETURNED WITHOUT PROCESSING. *NOTE: NATIONAL MEMBERSHIP DUES ARE NON-REFUNDABLE*

Club Name _____

Region Name _____

Club No _____

Submitted by _____
MUST BE DISTRICT COMMISSIONER OR APPOINTED CLUB OFFICER

Phone No _____

E-mail _____

Please check all that apply; FEES ARE FOR NATIONAL DUES ONLY.

- \$130 New Member for 2012.
 - \$110 Renewal Member for 2012, postmarked on or before 11/15/11.
 - \$160 Prorated New Member joining between 09/01/11 and 12/31/11 for the remainder of 2011 & all of 2012.
 - \$140 Prorated Renewal rejoining between 09/01/11 and 12/31/11 for the remainder of 2011 & all of 2012.
 - Transfer No charge if current member. If not current, the member must renew.
 - \$120 Late Renewal for 2012, postmarked after 11/15/11.
- Previous club/center _____

MEMBER INFORMATION

Name _____ Join Date (Unless Renewing) _____

LAST+SUFFIX (IF APPLICABLE) FIRST MIDDLE PREFERRED (IF DIFFERENT FROM FIRST)

Gender M F Birth Date _____ Rating _____ DC Initials _____
MM/DD/YYYY CL/TRAD JP/SJ DR/FLAT HM ACKNOWLEDGEMENT & DATE OF RATING UPDATE

Mailing Address _____
P.O. BOX/STREET CITY STATE ZIP + 4 (IF KNOWN)

Phone Nos _____ E-mail _____
HOME MOBILE

WEBSITE ACCESS OPT IN *If consent is granted (parental consent required if applicant is a minor)* for the above Member to access restricted areas of the USPC website community requiring a username and password, please **indicate by checking the box.**

2012 Memberships? USEA USDF USEF USHJA AQHA 4-H Other Nat'l Organizations _____
MEMBER # _____

PARENT/LEGAL GUARDIAN/SPOUSE INFORMATION *If address or home phone is different from above, please attach separately.*

Name _____ USPC Alumnus?

PRIM. LAST+SUFFIX (IF APPLICABLE) FIRST MIDDLE PREFERRED (IF DIFFERENT FROM FIRST)

Phone Nos _____ E-mail _____
WORK MOBILE

Name _____ USPC Alumnus?

ADDL. LAST+SUFFIX (IF APPLICABLE) FIRST MIDDLE PREFERRED (IF DIFFERENT FROM FIRST)

Phone Nos _____ E-mail _____
WORK MOBILE

MAILING ADDRESS OPT OUT I acknowledge that USPC may distribute adult mailing addresses on a limited basis for development and member opportunities. *To deny consent* for the release of adult mailing address, **indicate by checking the box.**

PARTICIPATING MEMBER CODE OF CONDUCT

The United States Pony Clubs, Inc. is proud of its reputation for good sportsmanship, horsemanship, teamwork and well-behaved members. The USPC expects appropriate behavior from all members, parents and others participating in any USPC activity. Inappropriate behavior may include, but is not limited to: possession, use or distribution of any illegal drugs or alcohol; profanity, vulgar language or gestures; harassment (i.e., using words or actions that intimidate, threaten or persecute others before, during or following USPC activities); failure to follow rules; cheating; and abusing a horse.

I understand that the local club to which I am applying is under the governance of National, Region and Club By-Laws and Policies. I understand that I have access to these By-Laws and Policies, and that it is my responsibility to read them. As specified in the By-Laws, membership may be denied or revoked at any time, with or without cause. Should my membership be terminated or forfeited for any reason, I understand that there will be no refund of national membership dues.

PHOTOGRAPH/VIDEOTAPE/E-MAIL RELEASE

Participation in any USPC activity constitutes a release to be photographed and/or videotaped. Said photographs and/or videotapes may be posted, published or broadcast at the discretion of USPC. USPC utilizes e-mail to communicate with Members, by submitting an e-mail address on this application authorization of this form of correspondence is implied.

RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Acceptance of Member Application by USPC is contingent on USPC's receipt of an original signed Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement with a valid signature by the applicant or the applicant's parent or legal guardian. It is understood that the applicant cannot participate in any USPC activity until the signed Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement is received. By submitting this Member Application, the applicant or parent or legal guardian confirm that the Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement has been validly signed and mailed, and that all terms therein have been understood and agreed to. The applicant or parent or legal guardian also understands and agrees that the Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement will be valid and enforceable for the entire duration of the applicant's participation in USPC through any of its local, regional, or national operations, and that such agreement survives any renewal, lapse in membership and/or transfer to other clubs or regions, and applies regardless of the type of membership the applicant receives.

I have read and agree to abide by the above. Signatures REQUIRED and must be originals, not photocopies.

ORIGINAL SIGNATURE OF USPC MEMBER APPLICANT MM/DD/YYYY & ORIGINAL SIGNATURE OF APPLICANT'S PARENT OR LEGAL GUARDIAN MM/DD/YYYY

REQUIRED IF APPLICANT IS OF AGE OF MAJORITY IN THEIR STATE OF RESIDENCE. REQUIRED IF APPLICANT UNDER AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.

THE UNITED STATES PONY CLUBS, INC.
RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

This document waives important legal rights. Read it carefully before signing.

I **AGREE** for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in this United States Pony Clubs, Inc. (USPC) activity to the following:

I **AGREE** that I choose to participate voluntarily in an equestrian activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and USPC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- A collision with another equine, another animal, a person, or an object;
- The potential of an equine activity instructor to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I **AGREE** to release the USPC, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted, directly or indirectly, from the negligence of the USPC or the USPC activity.

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the USPC or the USPC activity, and **specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in a USPC activity. A true copy for all state statutes in effect at the time of the execution of this agreement is attached hereto and incorporated herein by reference as if set out fully in the text of this document.**

I **AGREE** to indemnify (that is, to pay any losses, damages, or costs incurred by) the USPC and the USPC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the USPC activity.

I **AGREE** that neither I, nor any one claiming through me, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against the USPC, its successors or assigns, for, on account of, arising out of, or in any way connected with any Harm to me or my horse, and that neither I, nor any one claiming through me, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, which I, or any one claiming through me, may now have or hereafter assert, in any way connected with claims for Harm to me or my horse, and for claims made by others for any Harms caused by me or my horse at the USPC activity.

I **AGREE** this Agreement is ongoing, and shall apply for the total duration of my membership in USPC, and that this Agreement survives any and all membership renewal, transfer, change of any kind, and/or lapse of membership. I specifically acknowledge that the ongoing nature of this Agreement makes it unnecessary for me to execute any release in the future, as this Agreement applies and releases all the liability and costs, as agreed to above, that might be covered by such a future agreement.

I **AGREE** this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

I **AGREE** that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this form is signed by the parent/guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child.

By signing below, I **AGREE** to be bound by all applicable USPC rules and all terms and provisions of the USPC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to the USPC that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

I **AGREE** that by altering this form in any way this application for membership will be considered null and void by USPC.

I have read and AGREE to abide by the above. REQUIRED, all signatures must be originals, not photocopies.

_____| _____ OR _____| _____
ORIGINAL SIGNATURE OF USPC MEMBER APPLICANT MM/DD/YYYY ORIGINAL SIGNATURE OF APPLICANT'S PARENT OR LEGAL GUARDIAN MM/DD/YYYY
REQUIRED IF APPLICANT IS OF THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE REQUIRED IF APPLICANT IS UNDER THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE

STATE EQUINE LIABILITY WARNINGS

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

ALABAMA

WARNING: Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act. **AL Statute 6-5-337**

ARIZONA

WARNING: Contestant is aware of the inherent risks associated with equine activities and is willing and able to accept full responsibilities for his or her own safety and welfare. Contestant releases the Event Sponsor from liability unless Event Sponsor is grossly negligent or commits willful, wanton or intentional acts or omissions. **AZ Statute 12-553**

ARKANSAS

WARNING: Under Arkansas 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. **AR Statute 16-120-201**

COLORADO

WARNING: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section **13-21-119, Colorado Revised Statutes.**

CONNECTICUT

WARNING: Under Connecticut State Law, a person engaged in recreational equestrian activities shall assume the risk and legal responsibility of any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by negligence of the person providing the horse or horses to the individual engaged in the recreational equestrian activities or the failure to warn against a dangerous condition, use, structure or activity by the person providing the horses or his agents or employees. **P.A. No. 93-286**

DELAWARE

WARNING: Under Delaware Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to **Title 10. Ch 81 Delaware Code Section 8140.**

FLORIDA

WARNING: Under Florida law, an equine sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. **FL Law 93-169 Section 773.01**

GEORGIA

WARNING: Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to **Chapter 12 of Title 4 of the Official Code of Georgia Annotated. GA 62-2701**

ILLINOIS

WARNING: Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities. **IL Statute Pubic Act 111-SB 240**

INDIANA

WARNING: Under Indiana law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. **ID Statute 34-4-44-1**

IOWA

WARNING: UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, **PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY. IOWA STATUE H.F. 132 (673)**

KANSAS

WARNING: Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity. **ALS 290-2222**

KENTUCKY

WARNING: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities. **K.R.S 247.401-247.4029**

LOUISIANA

WARNING: Under Louisiana law, an equine sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to **R.S. 9:2795.3.**

MAINE

WARNING: UNDER MAINE LAW, AN EQUINE PROFESSIONAL HAS LIMITED LIABILITY FOR AN INJURY OR DEATH RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. **ME State Tile 7-4101**

MASSACHUSETTS

WARNING: Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section **2D of chapter 128 of the General Laws.**

MICHIGAN

WARNING: Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity. **House Bill 5006**

MISSOURI

WARNING: Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri. **M.R.S. 537.325**

MISSISSIPPI

WARNING: Under Mississippi law, an equine activity or equine sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter. **Miss. Law 443-H.B. 96**

NEBRASKA

WARNING: Under Nebraska law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this act **[Sections 25-21, 249 to 25-21, 253]. NE Statue LB 153**

NEW HAMPSHIRE

WARNING: Under New Hampshire law, a participant in equine activities assumes the risk of any injury, harm, damage, or death and any legal responsibility that may occur to participant resulting from the inherent risks associated with equine activities. **Pursuant to R.S.A 508:19,** equine professionals are not liable for damages resulting from the inherent risks of equine activities.

NORTH CAROLINA

WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. **Chapter 99E of the North Carolina General Statutes. NC Law HB 176**

OHIO

Ohio Statement of Inherent Risks: Except as provided in division (B)(2) of this section and subject to division (C) of this section, an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity. Except as provided in division (B)(2) of this section and subject to division (C) of this section, an equine activity participant or the personal representative of an equine activity participant does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, a veterinarian, a farrier, or another person for harm that the equine activity participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity. **O.R.S 2305.321**

STATE EQUINE LIABILITY WARNINGS

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

OKLAHOMA

Except as provided in subsection B, a livestock activity sponsor, a participant or a livestock professional acting in good faith and pursuant to the standards of the livestock industry shall not be liable for injuries to any person engaged in livestock activities when such injuries result from the inherent risks of livestock activities.

Oklahoma Statutes as Section 50.3 of Title 76

OREGON

In accordance with **Oregon Revised Statutes 30.691**, Contestant (or persons or entities affiliated with Contestant), as a condition of participation in The Event, further waives the right to bring an action against the Event Sponsor (as defined in the Assumption of Risk, Waiver, or Release of Liability) for any injury or death arising out of riding, training, grooming or riding as a passenger upon the equine. **ORS 30.687**

PENNSYLVANIA

WARNING: Under Pennsylvania law an equine professional and equine activity sponsor is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities. **SB 618**

RHODE ISLAND

WARNING: Under Rhode Island Law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter. **RI Laws Ch. 21 @ 4-21-1**

SOUTH CAROLINA

WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to **Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.**

SOUTH DAKOTA

WARNING: Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to **Section 42-11-2.**

TENNESSEE

WARNING: Under Tennessee Law, an equine professional is not liable for an injury to or the death of a participant in equine activities from the inherent risks of equine activities, pursuant to **Tennessee code Annotated, Title 44 Chapter 20-101**

TEXAS

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. **Sec. 87.005**

UTAH

Pursuant to the Utah Equine Activity **Liability Act, § 78-27b-101, et. seq.**, it shall be presumed that participants in equine or livestock activities are aware of and understand that there are inherent risks associated with these activities. An equine activity sponsor, equine professional, livestock activity sponsor, or livestock professional is not liable for an injury to or the death of a participant due to the inherent risks associated with these activities. "Inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include:

The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; collisions with other animals or objects; the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

VERMONT

WARNING: 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 risks of equine activities that are obvious and necessary, pursuant to **12 V.S.A § 1039.**

VIRGINIA

Notice of Intrinsic Dangers of Equine Activities pursuant to Code of **Virginia § 3.1-796.130c**: "Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including but not limited to, (i) the propensity of equine to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.

WEST VIRGINIA

WEST VIRGINIA EQUESTRIAN ACTIVITIES RESPONSIBILITY ACT STATEMENT FOR HORSEMEN:

I ACKNOWLEDGE AND AGREE THAT I WILL PERFORM THE DUTIES REQUIRED OF ALL HORSEMEN UNDER THE WEST VIRGINIA EQUINE ACTIVITIES RESPONSIBILITY ACT, **W. VA. CODE § 20-4-1, ET SEQ.**, WHICH INCLUDE THE FOLLOWING:

- (1) Make reasonable and prudent efforts to determine the ability of a participant to safely engage in the equestrian activity, to determine the ability of the horse to behave safely with the participant, and to determine the ability of the participant to safely manage, care for and control the particular horse involved;
- (2) Make known to any participant any dangerous traits or characteristics or any physical impairments or conditions related to a particular horse which is involved in the equestrian activity of which the horseman knows or through the exercise of due diligence could know;
- (3) Make known to any participant any dangerous condition as to land or facilities under the lawful possession and control of the horseman of which the horseman knows or through the exercise of due diligence could know, by advising the participant in writing or by conspicuously posting warning signs upon the premises;
- (4) In providing equipment or tack to a participant, make reasonable and prudent efforts to inspect such equipment or tack to assure that it is in proper working condition and safe for use in the equestrian activity;
- (5) Prepare and present to each participant or prospective participant, for his or her inspection and signature, a statement which clearly and concisely explains the liability limitations, restrictions and responsibilities set forth under the West Virginia Equestrian Activities Responsibility Act.

WISCONSIN

NOTICE: A person who is engaged for compensation in the rental of equine or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities resulting from the inherent risks of equine activities, as defined in **section 895.481(1)(e)** of the Wisconsin Statutes.