



Center Program

2010 PARTICIPATING MEMBER APPLICATION

1. DUES MUST BE PAID WITH A PERSONAL 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 PONY CLUB ACTIVITY. 3. Any application returned as INCOMPLETE, with MISSING INFORMATION or with INVALID SIGNATURES must be resubmitted and is subject to a \$5.00 RETURN FEE. 4. APPLICATIONS SUBMITTED BY ANYONE OTHER THAN THE CENTER ADMINISTRATOR OR APPOINTED CENTER DESIGNEE WILL BE RETURNED WITHOUT PROCESSING.

Center Name _____

Region Name _____

Center No _____

ORIGINAL SIGNATURE OF CENTER ADMINISTRATOR

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

- \$115 New Member for 2010 joining between 01/01/10 and 12/31/10.
- \$95 Renewal Member for 2010, postmarked on or before 11/15/09.
- \$140 Prorated New Member joining between 09/01/09 and 12/31/09 for the remainder of 2009 & all of 2010.
- \$120 Prorated Renewal rejoining between 09/01/09 and 12/31/09 for the remainder of 2009 & all of 2010.
- Transfer No charge if current member. If not, must renew
- \$105 Late Renewal for 2010, postmarked after 11/15/09.

Previous club/center _____

MEMBER INFORMATION

Join Date _____
FIRST DATE OF PARTICIPATION FOR 2010 MEMBER YEAR

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

Gender M F Birth Date _____ Rating _____ CA Initials _____
MM/DD/YYYY HIGHEST ACHIEVED MM/DD/YYYY ACKNOWLEDGEMENT OF RATING UPDATE

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

Phone Nos _____ E-mail _____
HOME MOBILE

2010 Memberships? USEF USDF USEA USHJA
CHECK TO INDICATE YES MEMBER NUMBER MEMBER NUMBER MEMBER NUMBER MEMBER NUMBER
 AQHA 4-H Other national organizations

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 CHECK TO INDICATE YES

Phone Nos _____ E-mail _____
WORK MOBILE

Name _____ USPC Alumnus?
ADDL. LAST+SUFFIX (IF APPLICABLE) FIRST MIDDLE CHECK TO INDICATE YES

Phone Nos _____ E-mail _____
WORK MOBILE

WEBSITE ACCESS OPT OUT In the future, the USPC website will include areas from which personally identifiable information may be collected. Parental consent is required for a minor under 13 years of age to use the USPC website; parental supervision is recommended. *If parental consent is denied* for the above Member to establish a username and password to access areas of the USPC website, *indicate by checking the box at right.*
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 at right.*

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 Pony Club 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 Pony Club activities); failure to follow rules; cheating; and abusing a horse.

I understand that the local Pony Club Riding Center Program to which I am applying is under the governance of USPC. USPC does not own or operate any Riding Center Facility or Business. 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.

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, Inc. USPC utilizes e-mail to communicate with Members, by submitting this application authorization of this form of correspondence is implied.

I have read and agree to abide by the above. REQUIRED regardless of age, all signatures must be originals, not photocopies.

ORIGINAL SIGNATURE OF USPC RIDING CENTER MEMBER APPLICANT MM/DD/YYYY & _____
ORIGINAL SIGNATURE OF APPLICANT'S PARENT OR LEGAL GUARDIAN MM/DD/YYYY
REQUIRED IF APPLICANT IS UNDER THE 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 participant 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 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.

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

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.

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.

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.

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.

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 10 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.

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.

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.

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.

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 Statement of Inherent Risks

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting. The domesticated animal may act unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

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.

Kansas Statement of Inherent Risks:

Inherent risks of domestic animal activities include, but shall not be limited to:

- (1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
- (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
- (3) certain hazards such as surface and subsurface conditions;
- (4) collisions with other domestic animals or objects; and
- (5) 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 domestic animal or not acting within such participant's ability.

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.

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.

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.

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.

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.

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].

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.

