

The SCA Equestrian Marshal's Guide to Adult Equestrian Liability Waivers and Signage in the 50 States

by

Mike Watkins, Esq., Meridies

April 2007 Update

Over the last decade, the horse industry has heavily lobbied the legislatures of the various states to provide lawsuit protection to equine professionals, meaning those who rent or supply horses, tack, and other equipment, and equine activity sponsors, like the typical equestrian activities found at SCA event.

The legislatures of 45 states, including Pennsylvania in February 2006, responded to the lobbying efforts by passing laws that offer some lawsuit protection to equine activity sponsors and equine professionals. In order to protect the SCA, the Board of Directors asked for legal research to develop waivers that would sufficiently invoke the new statutes to provide more protection for the SCA from lawsuits arising out of injuries or death in equine activities.

This endeavor is not meant to burden the marshallate with more paperwork. In fact, using the new Roster-style waiver approved by the Board, these new forms actually can reduce typical event paperwork. For the five states that have no special protection laws like Alaska, California, Nevada, New York and Maryland, use the Standard Society Waiver and signage.

The only new addition to this new liability protection is the requirement in many of the 45 states for signs with specific language, size/typeset, and quantity to be posted. These signs can be easily made and only a few need to be posted at the required areas. Once the signs are made, with the addition of a weatherproof covering, these signs can be re-used many times through the years. The equestrian marshal in charge "EMIC" should sign each roster as acknowledgement of rider authorization and waiver submission. The law requires that participants in equestrian activities be fully informed of the inherent risks of equine activities before they can knowingly and intelligently surrender their right to sue for an injury or death resulting from an equine activity. These forms and signage language, one for every state including the 5 states that have no special liability protection, inform the potential participant of the inherent risks of equine activities and releases the activity sponsor from liability for harm, placing the risk upon the participant for accidents and other inherent risks of equine activity. No waiver can protect against intentional or reckless acts but the mere accidents can have protection of the new laws.

If you have any questions, please feel free to contact me regarding the usage of the form or the requirements of the signage for your SCA equestrian events.

Respectfully,
Mike Watkins, Esq.
watkijm@auburn.edu

cc:
SCA Board of Directors
President of the SCA

**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

Society Standard Equine Activity Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

NOTICE OF INHERENT RISKS: Equines have the propensity to behave in ways that may result in injury, harm or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collisions with other equines or objects; propensities include kicking, biting, stamping, stumbling, rearing, and others; tack equipment can fail resulting in falling or loss of control; and activities have 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 equine or not acting within the participant's ability. Equine activities are INHERENTLY DANGEROUS. YOU ASSUME THE RISK FOR INJURY OR DEATH.

Society for Creative Anachronism, Inc. ("SCA")

P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in SCA period equestrian-related activities including but not limited to, riding or authorization check rides, horse-handling, ground crew, mounted games and combat, marshalling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the Society for Creative Anachronism, Incorporated. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities of the SCA, Inc.. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these activities, I agree to be bound by the rules of the SCA, Inc. and to obey the directions of the marshals and other governing officials of activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to submit such disagreements or disputes to a board of arbitration appointed by the SCA, Inc. and abide by any decisions reached by such board. I agree to release, hold harmless, and keep indemnified the Society of Creative Anachronism, Inc., its organizers and agents, officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
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State of Alabama Equine Liability Form Rev 2007

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The Equine Activity Liability laws of the State of Alabama, § 6-5-337, state among its statutory provisions that, “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.”

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State of Arizona Equine Liability Form Rev 2007

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The Equine Activity Liability laws of the State of Arizona, Arizona Revised Statutes 12-553, state among its provisions that, "An owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine with or without the owner's permission is not liable for injury to or death of the equine or the rider or handler."

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State of Arkansas Equine Liability Form Rev 2007

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The Equine Activity Liability laws of the State of Arkansas, § 16-120-202, state among its statutory provisions that, “(a)(1) Except as provided in subdivision (a)(2) of this section, an equine activity sponsor or an employee of an equine activity sponsor shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities.”

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State of Colorado Equine Liability Form Rev 2007

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The Equine Activity Liability laws of the State of Colorado, C.R.S. 13-21-119, state among its statutory provisions that, "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."

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State of Connecticut Equine Liability Form Rev 2007

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The Equine Activity Liability laws of the State of Connecticut , Sec. 52-557p, state among its statutory provisions that, "Each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by the negligence of the person providing the horse or horses to the individual engaged in recreational equestrian activities or the failure to guard or warn against a dangerous condition, use, structure or activity by the person providing the horse or horses or his agents or employees."

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State of Delaware Equine Liability Form Rev 2007

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The Equine Activity Liability laws of the State of Delaware, Title 10 Chapter 81 § 8140, state among its statutory provisions that “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 §8140.”

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State of Florida Equine Liability Form Rev 2007

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The Equine Activity Liability laws of the State of Florida, Title XLV, Ch. 773, state among its statutory provisions that “WARNING: Under Florida 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.”

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State of Georgia Equine Liability Form Rev 2007

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The Equine Activity Liability laws of the State of Georgia, §4-12-3, state among its statutory provisions that, “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.”

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The Equine Activity Liability laws of the State of Hawaii, § 663 B-2, state among its provisions that “In any civil action for injury, loss, damage, or death of a participant, there shall be a presumption that the injury, loss, damage, or death was not caused by the negligence of an equine activity sponsor, equine professional, or their employees or agents, if the injury, loss, damage, or death was caused solely by the inherent risk and unpredictable nature of the equine.”

Society for Creative Anachronism, Inc. (“SCA”)

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in SCA period equestrian-related activities including but not limited to, riding or authorization check rides, horse-handling, ground crew, mounted games and combat, marshalling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the Society for Creative Anachronism, Incorporated. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities of the SCA, Inc.. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these activities, I agree to be bound by the rules of the SCA, Inc. and to obey the directions of the marshals and other governing officials of activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to submit such disagreements or disputes to a board of arbitration appointed by the SCA, Inc. and abide by any decisions reached by such board. I agree to release, hold harmless, and keep indemnified the Society of Creative Anachronism, Inc., its organizers and agents, officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns under the laws of the State of Hawaii related to Equine Activity Liability.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Idaho Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Idaho, Title 6 Chapter 18 §6-1801, state among its statutory provisions that “Except as provided in subsections (2) and (3) of this section, an equine activity sponsor or an equine professional shall not be liable for any injury to or the death of a participant or equine engaged in an equine activity.”

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
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State of Illinois Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Illinois, 745 ILCS 47/15, state among its statutory provisions that, "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."

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
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State of Indiana Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Indiana, § IC 34-31-5, state among its statutory provisions that, “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.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Iowa Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Iowa, § 673.2, state among its statutory provisions: “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 the inherent risks of participating in this domesticated animal activity. 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 react 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.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Kansas Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Kansas, § 60-4002, state among its statutory provisions that “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 K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity. 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.

Society for Creative Anachronism

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Kentucky Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Kentucky, §247.402, state among its statutory provisions that, “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.”

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
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State Louisiana of Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Louisiana, La. R.S. 9:2795.1, state among its statutory provisions that "WARNING Under Louisiana law, a farm animal activity sponsor or farm animal professional is not liable for an injury to or the death of a participant in a farm animal activity resulting from the inherent risks of the farm animal activity, pursuant to R.S. 9:2795.1."

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
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State of Maine Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Maine, Title 7, §4103-A, state among its statutory provisions that "WARNING: Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities."

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
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State of Massachusetts Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Massachusetts, Mass. Ann. Laws Ch. 128, § 2D(b), state among its statutory provisions that “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.”

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Michigan Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Michigan, Section 691.1663, states among its statutory provisions that “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.”

Society for Creative Anachronism, Inc. (“SCA”)

P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in SCA period equestrian-related activities including but not limited to, riding or authorization check rides, horse-handling, ground crew, mounted games and combat, marshalling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the Society for Creative Anachronism, Incorporated. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities of the SCA, Inc.. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these activities, I agree to be bound by the rules of the SCA, Inc. and to obey the directions of the marshals and other governing officials of activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to submit such disagreements or disputes to a board of arbitration appointed by the SCA, Inc. and abide by any decisions reached by such board. I agree to release, hold harmless, and keep indemnified the Society of Creative Anachronism, Inc., its organizers and agents, officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns under the laws of the State of Michigan related to Equine Activity Liability.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

Legal Name (Please Print), Legal Signature, Date EMIC _____ EVENT _____

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Minnesota Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Minnesota, Ch. 604A.12 Subdivision 2, requires the following notice: NOTICE OF INHERENT RISKS: Equines have the propensity to behave in ways that may result in injury, harm or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collisions with other equines or objects; propensities include kicking, biting, stamping, stumbling, rearing, and others; tack equipment can fail resulting in falling or loss of control; and activities have 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 equine or not acting within the participant's ability. Equine activities are INHERENTLY DANGEROUS. You assume the risks of death or injury.

Society for Creative Anachronism, Inc. ("SCA")

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Mississippi Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Mississippi, § 95-11-5, state among its statutory provisions that “WARNING: Under Mississippi law, an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks of equine activities or livestock shows, pursuant to this chapter”.

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Missouri Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Missouri , §537.325, state among its statutory provisions that “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.”

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Montana Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Montana , Mont. Code Annotated, § 27-1-727, state among its statutory provisions that “Under Montana 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.”

Society for Creative Anachronism, Inc. (“SCA”)

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Nebraska Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Nebraska , § 25-21,251, state among its statutory provisions that “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 sections 25-21,249 to 25- 21,253.”

Society for Creative Anachronism, Inc. (“SCA”)

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of New Hampshire Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of New Hampshire, § 508:19, state among its statutory provisions that 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.

Society for Creative Anachronism, Inc. ("SCA")

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in SCA period equestrian-related activities including but not limited to, riding or authorization check rides, horse-handling, ground crew, mounted games and combat, marshalling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the Society for Creative Anachronism, Incorporated. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities of the SCA, Inc.. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these activities, I agree to be bound by the rules of the SCA, Inc. and to obey the directions of the marshals and other governing officials of activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to submit such disagreements or disputes to a board of arbitration appointed by the SCA, Inc. and abide by any decisions reached by such board. I agree to release, hold harmless, and keep indemnified the Society of Creative Anachronism, Inc., its organizers and agents, officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns under the laws of the State of New Hampshire related to Equine Activity Liability.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of New Jersey Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of New Jersey, § 5:15-3, state among its statutory provisions that "WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c.287 (C.5:15-1 et seq.)."

Society for Creative Anachronism, Inc. ("SCA")

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of New Mexico Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of New Mexico , § 42-13-4 , requires the following Notice of Inherent Risks: **WARNING:** Under New Mexico law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

Society for Creative Anachronism, Inc. ("SCA")

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of North Carolina Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of North Carolina, § 99E-2, require this notice: **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.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of North Dakota Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of North Dakota , § 53-10-02 , state among its statutory provisions that “ Except as provided in Subsection 2, an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant engaged in an equine activity, and, except as provided in subsection 2, no participant or participant’s representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity.”

Society for Creative Anachronism, Inc. (“SCA”)

P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in SCA period equestrian-related activities including but not limited to, riding or authorization check rides, horse-handling, ground crew, mounted games and combat, marshalling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the Society for Creative Anachronism, Incorporated. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities of the SCA, Inc.. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these activities, I agree to be bound by the rules of the SCA, Inc. and to obey the directions of the marshals and other governing officials of activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to submit such disagreements or disputes to a board of arbitration appointed by the SCA, Inc. and abide by any decisions reached by such board. I agree to release, hold harmless, and keep indemnified the Society of Creative Anachronism, Inc., its organizers and agents, officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns under the laws of the State of North Dakota related to Equine Activity Liability.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

Legal Name (Please Print), Legal Signature, Date EMIC _____ EVENT _____

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Ohio Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Ohio, §2305.321, state among its statutory provisions that “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.”

NOTICE OF INHERENT RISKS: Equines have (a) The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; (b) The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; (c) subject to hazards, including, but not limited to, surface or subsurface conditions; (d) A collision with another equine, another animal, a person, or an object; (e) 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.

SOCIETY FOR CREATIVE ANACHRONISM, INC

P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in SCA period equestrian-related activities including but not limited to, riding or authorization check rides, horse-handling, ground crew, mounted games and combat, marshalling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the Society for Creative Anachronism, Incorporated. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities of the SCA, Inc.. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these activities, I agree to be bound by the rules of the SCA, Inc. and to obey the directions of the marshals and other governing officials of activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to submit such disagreements or disputes to a board of arbitration appointed by the SCA, Inc. and abide by any decisions reached by such board. I agree to release, hold harmless, and keep indemnified the Society of Creative Anachronism, Inc., its organizers and agents, officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns under the laws of the State of Ohio related to Equine Activity Liability.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

Legal Name (Please Print), Legal Signature, Date EMIC _____ EVENT _____

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Oklahoma Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Oklahoma , §76-50.3, state among its statutory provisions that “Except as provided in subsection B of this section, 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.”

Society for Creative Anachronism, Inc. (“SCA”)

P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

Legal Name (Please Print), Legal Signature, Date EMIC _____ EVENT _____

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Oregon Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Oregon , Ch. 30.691 , state among its statutory provisions that “Except as provided in subsection (2) of this section and in ORS 30.693, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine and, except as provided in subsection (2) of this section and ORS 30.693, no participant or participant’s representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant arising out of riding, training, driving, grooming or riding as a passenger upon an equine.”

Society for Creative Anachronism, Inc. (“SCA”)
P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

Legal Name (Please Print), Legal Signature, Date EMIC _____ EVENT _____

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Pennsylvania Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The EQUINE ACTIVITY IMMUNITY ACT, P.L. 472 of the State of Pennsylvania , states among its statutory provisions: “..Section 2. Immunity. (a) Assumption of risk.--As to those within the scope of this act, liability for negligence shall only be barred where the doctrine of knowing voluntary assumption of risk is proven with respect to damages due to injuries or death to an adult participant resulting from equine activities...”

NOTICE OF INHERENT RISKS: Equines have the propensity to behave in ways that may result in injury, harm or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collisions with other equines or objects; propensities include kicking, biting, stamping, stumbling, rearing, and others; tack equipment can fail resulting in falling or loss of control; and activities have the potential of a participant to act in a negligent manner that may contribute to injury or death to the participant or others, such as failing to maintain control over the equine or not acting within the participant’s ability. Equine activities are **INHERENTLY DANGEROUS. YOU HEREBY KNOWINGLY ASSUME ALL RISKS.**

Society for Creative Anachronism, Inc. (“SCA”)

P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in SCA period equestrian-related activities including but not limited to, riding or authorization check rides, horse-handling, ground crew, mounted games and combat, marshalling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the Society for Creative Anachronism, Incorporated. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities of the SCA, Inc.. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these activities, I agree to be bound by the rules of the SCA, Inc. and to obey the directions of the marshals and other governing officials of activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to submit such disagreements or disputes to a board of arbitration appointed by the SCA, Inc. and abide by any decisions reached by such board. I agree to release, hold harmless, and keep indemnified the Society for Creative Anachronism, Inc., its organizers and agents, officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns under the laws of the State of Pennsylvania related to Equine Activity Liability.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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WAIVER AND INFORMED CONSENT TO PARTICIPATE

IN S.C.A, Inc. EQUESTRIAN ACTIVITIES

State of Rhode Island Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Rhode Island, §4-21-2, state among its statutory provisions that “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.”

Society for Creative Anachronism, Inc. (“SCA”)

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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WAIVER AND INFORMED CONSENT TO PARTICIPATE

IN S.C.A, Inc. EQUESTRIAN ACTIVITIES

State of South Carolina Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of South Carolina, S.C. Code Ann. SECTION 47-9-720, state among its statutory provisions that “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.”

Society for Creative Anachronism, Inc. (“SCA”) P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of South Dakota Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of South Dakota , § 42-11-2 , state among its statutory provisions that “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 § 42-11-2.”

Society for Creative Anachronism, Inc. (“SCA”)

P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Tennessee Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Tennessee, Tenn. Code Ann. § 44-20-105, state among its statutory provisions that “WARNING: Under Tennessee 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 Tennessee Code Annotated Title 44, Chapter 20.”

Society for Creative Anachronism, Inc. (“SCA”)

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Texas Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Texas , § 87.005 , state among its statutory provisions that “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.”

Society for Creative Anachronism, Inc. (“SCA”)
P. O. Box 360789, Milpitas, California 95036-0789 Tel (408) 263-0641 Fax (408) 263-0641

WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

I, the undersigned, having read and understood the content of this document, agree and consent to the provisions contained herein. It is my intention and desire to participate in SCA period equestrian-related activities including but not limited to, riding or authorization check rides, horse-handling, ground crew, mounted games and combat, marshalling, or being present at equestrian activities as an observer or other activity related, however slight, to equestrian activities at events held by the Society for Creative Anachronism, Incorporated. I hereby acknowledge that I am fully aware of the nature, purpose and risks of equine activities of the SCA, Inc.. I acknowledge that these activities are potentially dangerous and that I voluntarily accept any of the inherent risks involved. In consideration for my being permitted to take part in these activities, I agree to be bound by the rules of the SCA, Inc. and to obey the directions of the marshals and other governing officials of activities. In the event of any disagreements or disputes arising from my taking part in these activities, I agree to submit such disagreements or disputes to a board of arbitration appointed by the SCA, Inc. and abide by any decisions reached by such board. I agree to release, hold harmless, and keep indemnified the Society of Creative Anachronism, Inc., its organizers and agents, officials, servants, and representatives from and against all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my taking part in these events even if the same may have been contributed to or occasioned by the negligence of the said body or any of its agents, servants, or representatives. It is understood and agreed that this agreement is to be binding upon myself, my heirs, executors and assigns under the laws of the State of Texas related to Equine Activity Liability.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

Legal Name (Please Print), Legal Signature, Date EMIC _____ EVENT _____

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Utah Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Utah , § 78-27b-101 , state: “WARNING: Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) collisions with other animals or objects; d) or 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.. 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.”

Society for Creative Anachronism, Inc. (“SCA”)

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Vermont Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Vermont, Title 12 V.S.A Chapter 27 §1039, state among its statutory provisions that “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. (Added 1995, No. 136 (Adj. Sess.), § 2.)

Society for Creative Anachronism, Inc. (“SCA”)

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WAIVER AND INFORMED CONSENT TO PARTICIPATE IN SCA EQUESTRIAN ACTIVITIES

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Virginia Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Virginia, Va. Code Ann. § 3.1-796.130, state among its statutory provisions that , “NOTICE: Intrinsic dangers in equine activities, include (i) the propensity of equines 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.” No participant nor any participant's parent, guardian, or representative shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

Society for Creative Anachronism, Inc. (“SCA”)

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
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State of Washington Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Washington, § RCW 4.24.540 , state among its statutory provisions that “an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity.” **WARNING OF INHERENT RISKS:** Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) collisions with other animals or objects; d) or 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.. 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.

Society for Creative Anachronism, Inc. (“SCA”)

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
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State of West Virginia Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of West Virginia, W. Va. Code § 20-4-2, state among its statutory provisions that, "Each participant in an equestrian activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equestrian activity." **WARNING OF INHERENT RISKS:** Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) collisions with other animals or objects; d) or 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.. 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.

Society for Creative Anachronism, Inc. ("SCA")

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I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE. I HEREBY ASSUME ALL OF THE RISKS ASSOCIATED WITH EQUINE RELATED ACTIVITIES.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
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State of Wisconsin Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Wisconsin, Wis. Stat. § 895.481, state among its statutory provisions that “a person, including an equine activity sponsor or an equine, is immune from civil liability for acts or omissions related to his or her participation in equine activities if a person participating in the equine activity is injured or killed as the result of an inherent risk of equine activities.” WARNING: Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) collisions with other animals or objects; d) or 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.

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**WAIVER AND INFORMED CONSENT TO PARTICIPATE
IN S.C.A, Inc. EQUESTRIAN ACTIVITIES**

State of Wyoming Equine Liability Form Rev 2007

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety.

The Equine Activity Liability laws of the State of Wyoming, §1-1-123, state among its statutory provisions that “Any person who takes part in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity.” **WARNING OF INHERENT RISKS:** Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) collisions with other animals or objects; d) or 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.. 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.

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A GUIDE TO SIGNAGE REQUIREMENTS IN THE 50 STATES

Of the 45 states that have Equine Activity Liability Protection Laws as of 2007, most require that a sign be posted in the areas of the Equine Activity (Barns, stables, riding and tacking areas). Most state statutes require the sign to be of a certain size with certain size lettering in certain colors schemes. Signage can be of any material including paper so long as it remains clear and legible even in inclement weather such as covering paper printed signs with a clear plastic slip-on cover.

Several states do not require the signage but it is in the best interest of the Society for Creative Anachronism and the participants if they are given reasonable notice as to the inherent risks of equine activities enjoyed by many society members. This guide is intended to inform the Society Equestrian marshallate of the signage to conform with state laws that specify signage and SCA, Inc. interests in those states that do not.

STANDARD SOCIETY SIGNAGE

For those states do not have Equine Activity Liability Protection Laws or do have such laws and do not require by law to have a sign posted, use the following society standard signage on white background with one-inch high black lettering:

WARNING: Equine Activity is inherently dangerous and equines have: a) the propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; b) the unpredictability of the animal's reaction to outside stimulation such as sounds, sudden movement, and unfamiliar objects, persons, or other animals; c) collisions with other animals or objects; d) or 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.. 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.

Alabama §6-5-337

Every equine professional and every equine-activity sponsor shall post and maintain signs which contain the warning notice specified. Signs shall be placed in a clearly visible location on or near stables, corrals, or areas where the equine professional or the equine-activity sponsor conducts equine activities. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. and shall contain in clearly readable print the warning notice specified as follows:

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.

Failure to comply with the requirements concerning warning signs and notices provided in this section shall prevent an equine-activity sponsor or equine professional from invoking the privileges of immunity provided by this section.

Alaska

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

Arizona

This state has a State-Specific waiver but use the Standard society signage.

Arkansas § 16-120-202

Every equine activity sponsor shall post and maintain signs which contain the warning notice specified. Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine activity sponsor conducts equine activities. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch (1") in height. The signs shall contain the following warning notice:

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.

California

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

Colorado Section 13-21-119, Colorado Revised Statutes

Such signs shall be placed in a clearly visible location on or near stables, corrals. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs and contracts shall contain the following warning notice:

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 10 Del.C. § 8140

Signs shall be placed in clearly visible locations on or near stables, corrals or arenas where equine activities if such stables, corrals or arenas are owned, managed or controlled. The warning notice specified shall appear on the sign in RED AND WHITE, with each letter to be a minimum of 1 inch in height.

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 §8140.

Florida Title XLV Chapter 773

Every equine activity sponsor and equine professional shall (a) Post and maintain one or more signs which contain the warning notice specified in subsection (2). These signs shall be placed in a clearly visible location near to where the equine activity begins. The warning notice specified in subsection (2) shall appear on the sign in black letters, with each letter to be a minimum of 1 inch in height, with sufficient color contrast to be clearly distinguishable. (2) The signs and document described in subsection (1) shall contain the following warning notice:

WARNING

Under Florida 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.

Georgia §4-12-4.

Every activity sponsor shall post and maintain signs which contain the warning notice specified. Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine activity sponsor conducts equine activities. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height.

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 Title 4 of the Official Code of Georgia Annotated.

Hawaii

This state has a State-Specific waiver but use the Standard society signage.

Idaho

This state has a State-Specific waiver but use the Standard society signage.

Illinois 745 ILCS 47/25

Signs shall be placed in a clearly visible location on or near stables, corrals, or arenas if the stables, corrals, or arenas are owned, managed, or controlled by the equine activity sponsors. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs described shall contain the following warning notice:

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 § IC 34-31-5

An equine activity sponsor or an equine professional should post and maintain in at least one location on the grounds or in the building that is the site of an equine activity, a sign on which is printed the warning. The sign must be placed in a clearly visible location in proximity to the equine activity and must be printed in black letters, and each letter must be at least one (1) inch in height.

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 Title XV Chapter 673.3

The location of the sign may be near or on a stable, corral, or arena owned or controlled by the equine activity sponsor. The sign must be clearly visible to a participant. This section does not require a sign to be posted on a domesticated animal or a vehicle powered by a domesticated animal. The notice shall appear in black letters a minimum of one inch high and in the following form:

WARNING

UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOTLIABLE 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.

Kansas Chapter §60-4002

Equine activity sponsors shall post and maintain signs which contain the warning notice and such signs shall be placed in a clearly visible location on or near stables, corrals, boarding areas, or arenas where the equine activities if such stables, corrals, boarding areas or arenas are owned, managed or controlled by the activity sponsor. The warning notice shall appear on the sign in black letters, with each letter to be a minimum of one inch in height.

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 K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity.

Kentucky §247.4027

Equine Activity Sponsors shall post and maintain signs which contain the warning notice and shall be placed in a clearly visible location on or near stables, corrals, or areas where the equine activity sponsor conducts equine activities. The warning notice shall appear on the sign in black letters, with each letter to be a minimum of one (1) inch in height.

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 RS 9:2795.1

Every farm animal activity sponsor shall post and maintain a sign conspicuously located or provide a written warning which contains the warning notice and the sign shall be placed in a clearly visible location on or near any stable, corral, registration area, staging area, or arena where the farm animal activity sponsor conducts a farm animal activity. The warning notice shall appear on the sign in black letters, with each letter to be a minimum of one inch in height or shall appear in the written warning in boldfaced capital letters no smaller than 12-point type. The signs shall contain the following warning notice:

WARNING

Failure to comply with the requirements concerning warning notices provided in this Section shall prevent a farm animal activity sponsor or farm animal professional from invoking the privilege of immunity provided by this Section.

Maine Title 7 §4103-A

Notice of the inherent risks of equine activity may be satisfied either by a statement signed by the person injured or by a sign or signs prominently displayed at the place where the equine activity was initiated. The message on a sign must be in black letters at least one inch in height and the sign or signs must be placed in a clearly visible location on or near stables, corrals or arenas where the equine activity sponsor conducts equine activities. The statement or sign must contain at least the following information.

WARNING

Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.

Maryland

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

Massachusetts

Title XIX Chapter 128 Section 2D Every equine professional shall post and maintain signs which contain the warning notice specified and such signs shall be placed in a clearly visible location in the proximity of the equine activity. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs shall contain the following notice:

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 §691.1666

An equine activity sponsor shall post and maintain signs that contain the warning notice. The signs shall be placed in a clearly visible location in close proximity to the equine activity. The warning notice shall appear on the sign in conspicuous letters no less than 1 inch in height. A sign shall contain substantially the following warning notice:

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.

Minnesota §604A.12

A livestock activity sponsor shall post plainly visible signs at one or more prominent locations in the premises where the livestock activity takes place that include a warning of the inherent risks of livestock activity and the limitation of liability under this section. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs shall contain the following notice:

WARNING

Under Minnesota 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, pursuant to the Equine Activities Liability Protection Act Section 604A.12.

Mississippi § 95-11-7

Every equine or livestock activity sponsor and every equine or livestock professional shall post and maintain signs which contain the warning notice specified. Such signs shall be placed in a clearly visible location on or near stables, corrals or arenas where the equine or livestock activity sponsor or the equine or livestock professional conducts equine activities or livestock shows. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one (1) inch in height and shall contain the following warning notice:

WARNING:

Under Mississippi law, an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks of equine activities or livestock shows, pursuant to this chapter.

Failure to comply with the requirements concerning warning signs and notices provided in this section shall prevent an equine or livestock activity sponsor or equine or livestock professional from invoking the privileges of immunity provided by this chapter.

Missouri §537.325

Every equine activity sponsor shall post and maintain signs which contain the warning notice specified and such signs shall be placed in a clearly visible location on or near stables, corrals or arenas where the equine activity sponsor conducts equine activities if such stables, corrals or arenas are owned, managed or controlled by the equine activity sponsor. The warning notice specified in this subsection shall appear on the sign in black letters on a white background with each letter to be a minimum of one inch in height. The signs and contracts described in this subsection shall contain the following warning notice:

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.

Montana

This state has a State-Specific waiver but use the Standard society signage.

Nebraska § 25-21,253

The warning notice signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine activity sponsor conducts equine activities if such stables, corrals, or arenas are owned, leased, rented, managed, or controlled by the activity sponsor. The placement of warning notice signs shall be such that they

may be readily seen by participants in equine activities. The warning notice signs shall have black letters with each letter of the word "WARNING" a minimum of three inches in height and the rest of the letters a minimum of one inch in height. Every equine activity sponsor shall post and maintain signs which contain the following warning notice:

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 sections 25-21,249 to 25-21,253.

Nevada

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

New Hampshire Title 52 §508:19

This state has a State-Specific waiver but use the Standard society signage.

New Jersey §5:15-10

All equine activity sponsors shall post and maintain signs on all lands owned or leased thereby and used for equine activities, which signs shall be posted in a manner that makes them visible to all participants and which shall contain the following notice in large capitalized print of black letters one-inch in height and shall read:

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L.1997, c.287 (C.5:15-1 et seq.).

Individuals or entities providing equine animal activities on behalf of an operator, and not the operator, shall be required to post and maintain signs required by this section.

New Mexico

Operators, owners, trainers and promoters of equine activities or equine facilities, including but not limited to stables, clubhouses, pony ride strings, fairs and arenas, and persons engaged in instructing or renting equine animals shall post clearly visible signs at one or more prominent locations that shall include a warning regarding the inherent risks of the equine activity and the limitations on liability of the operator, owner, trainer or promoter. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height, and shall state:

WARNING

Under New Mexico law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

New York

This state has no Equine Activity Liability Protection laws. Use the Standard Society Waiver and the Standard Society Signage.

North Carolina Chapter 99 E-3

Every equine professional and every equine activity sponsor shall post and maintain signs which contain the warning notice specified in and the signs required by this section shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities. The warning notice shall consist of a sign in black letters, with each letter to be a minimum of one inch in height. The signs shall contain the following warning notice:

WARNING

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

Failure to comply with the requirements concerning warning signs and notices provided in this Article shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this Article. (1997-376, s. 1.)

North Dakota

This state has a State-Specific waiver but use the Standard society signage.

Ohio

This state has a State-Specific waiver but use the Standard society signage.

Oklahoma

This state has a State-Specific waiver but use the Standard society signage.

Oregon

This state has a State-Specific waiver but use the Standard society signage.

Pennsylvania Equine Activity Immunity Act P.L. 472

Section 3. Signing. This act shall provide immunity only where signing is conspicuously posted on the premises on a sign at least three feet by two feet, in two or more locations, which states the following:

WARNING

You assume the risk of equine activities pursuant to Pennsylvania law.

Rhode Island §4-21-4

Every equine activity sponsor shall post and maintain signs which contain the warning notice specified. These signs shall be placed in a clearly visible location in the proximity of the equine activity. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs described shall contain the following warning notice:

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.

South Carolina §47-9-730

An equine activity sponsor shall post and maintain signs which contain the warning notice specified.. These signs must be placed in a clearly visible location on or near stables, corrals, or arenas where the equine sponsor conducts equine activities. The warning notice specified must appear on the sign in black letters with each letter a minimum of one inch in height. A sign must contain the following warning notice:

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.

Failure to comply with the requirements concerning warning signs and notices provided in this section prevents an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this article.

South Dakota §42-11-5

An equine activity sponsor shall post and maintain the sign specified. Such signs shall be placed in a clearly visible location on or near stables, corrals, race tracks, or arenas where the equine professional conducts equine activities. The warning notice shall appear on the sign in black letters, with each letter being a minimum of one inch in height as follows:

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 § 42-11-2.

Tennessee §44-20-105

Every equine activity sponsor shall post and maintain signs which contain the warning notice specified. Such signs shall be placed in clearly visible locations on or near stables, corrals, or arenas where the equine activity conducts equine activities if such stables, corrals, or arenas are owned, managed, or controlled by the equine activity sponsor. The warning notice specified shall appear on the sign in black letters, with each letter to be a minimum of one inch (1") in height. he signs shall contain the following warning notice:

WARNING

Under Tennessee 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 Tennessee Code Annotated Title 44, Chapter 20

Texas § 87.005

An equine activity shall post and maintain a sign that contains the warning if the equine activity sponsor manages or controls a stable, corral, or arena where the equine activity sponsor conducts an equine activity. The equine activity sponsor must post the sign in a clearly visible location on or near the stable, corral, or arena. The warning posted by an equine professional under this section must be as follows:

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.

Utah

An equine or livestock activity sponsor shall provide notice to participants of the equine or livestock activity that there are inherent risks of participating and that the sponsor is not liable for certain of those risks. Notice shall be provided by (a) posting a sign in a prominent location within the area being used for the activity; or (b) providing a document or release for the participant, or the participant's legal guardian if the participant is a minor, to sign. The notice provided by the sign or document shall be sufficient if it includes the definition of inherent risk in Section 78-27b-101 and states that the sponsor is not liable for those inherent risks. Use Society Standard Signage.

Vermont 12 V.S.A. § 1039

An equine activity sponsor may post and maintain signs which contain the warning notice specified in this subsection. Such signs shall be placed in a clearly visible location in the proximity of the equine activity. The warning notice shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. The signs described in this subsection shall contain the following warning notice:

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. (Added 1995, No. 136 (Adj. Sess.), §2.)

Virginia

This state has a State-Specific waiver but use the Standard society signage.

Washington

This state has a State-Specific waiver but use the Standard society signage

West Virginia

This state has a State-Specific waiver but use the Standard society signage.

Wisconsin

This state has a State-Specific waiver but use the Standard society signage.

Wyoming

This state has a State-Specific waiver but use the Standard society signage.