

# Brandywine Valley Driving Club, Inc. Liability Disclaimer

## AMERICAN DRIVING SOCIETY DISCLAIMER:

To be signed by every competition participant, including each person who rides with a driver on a carriage not only during the actual competition but including any time from arrival at the competition to departure. I understand that neither the American Driving Society ("ADS") and its officers, the Driving Event Competition ("Competition"), Competition Judges, officials or organizing committee nor the property owners accept any responsibility for accidents, damage, injury or illness to the horses, owners, riders, drivers, grooms, passengers, attendants, spectators or any other person or property in connection with this competition. I hereby expressly agree for myself and my principals, representatives, employees and agents: (1) to be bound by the rules and by-laws of the ADS and any local rules of this competition; (2) that every horse, driver, attendant, groom and/or passenger is eligible as entered; and (3) and to accept as final any decision of the competition officials on any question arising under the ADS rules and by-laws or any local rules of the competition, and agree to hold the ADS, its officers, directors, employees and agents, and competition judges, officials and organizing committee, harmless for any action taken. I am fully aware that horse sports, including driving, and this competition involve inherent dangerous risk of serious injury or death and by participating I do so voluntarily and expressly assume any and all risks of injury or loss, and I agree to release the ADS, its officers, directors, employees and agents, and competition judges, officials, and organizing committee, from and against all claims including any injury or loss suffered during or in conjunction with the Competition. I agree to indemnify and hold harmless the ADS its officers, directors, employees and agents and competition judges, officials and organizing committee, their agents and employees from any and all claims for loss or injury caused by me or my horse that occur during or in conjunction with this competition.

Participant: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_  
If under 18  
Address: \_\_\_\_\_  
Street City State Zip  
Phone: \_\_\_\_\_

TO BE SIGNED BY EVERY CLUB MEMBER, PARTICIPANT, GROOM, GUEST, AND/OR ANY PERSON WHO RIDES WITH A DRIVER ON A CARRIAGE AT ANY TIME. FOR CLUB MEMBERS, THE TERMS AND CONDITIONS HEREIN APPLY TO EVERY EVENT DURING THE MEMBERSHIP PERIOD.

*(Parent or Guardian must sign for ANY participant under 18)*

I understand that neither the Brandywine Valley Driving Club, Inc. ("Club"), its officers, directors, Officials, organizers, members, volunteers, trainers, helpers, employees, servants, workers and/or agents, nor the property in connection with any event, competition, show, schooling show, pleasure drive, clinic, horse riding activity, carriage riding activity, or any other participation in any event and/or activity by me while on any premises used by the Club, or on the premises of a Club member holding a club-related event.

I hereby expressly agree for myself and my principals, representatives, employees, and agents that horse sports, including spectators, drivers and/or riders, **involves inherent dangerous risk of serious injury or death** and by participating. I do so voluntarily and expressly assume any and all risks of injury or loss, and I agree to indemnify and hold the club, its officers, directors, members, volunteers, employees, and agents, activity on these premises, any premises used by the Club, or any member's premises for a club-related event, whether or not such claim, injury or loss resulted, either directly or indirectly from the negligent acts or Omissions of the Club, its officers, directors, members, volunteers, trainers, helpers, employees, agents, officials, and /or organizing committee. I further agree not to commence an action or suit, in this, or any other jurisdiction, for any such injuries or losses.

I \_\_\_\_\_ have read this Liability Disclaimer and hereby acknowledge that I understand and agree to its terms and conditions as expressed herein, and will abide by such terms as set forth above.

Signature \_\_\_\_\_  
*(Parent or Guardian must sign if under 18)*

Signature \_\_\_\_\_  
*(Parent or Guardian must sign if under 18)*

Signature \_\_\_\_\_  
*(Parent or Guardian must sign if under 18)*

Signature \_\_\_\_\_  
*(Parent or Guardian must sign if under 18)*

Dated: \_\_\_\_\_

Driver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Parent or Guardian must sign if under 18)*

PRINT NAME OF DRIVER: \_\_\_\_\_

ADS#: \_\_\_\_\_ JR'S D.O.B: \_\_\_\_\_

Groom/Passenger/Attendant Signature: \_\_\_\_\_

Print Name Above: \_\_\_\_\_

Groom/Passenger/Attendant Signature: \_\_\_\_\_

Print Name Above: \_\_\_\_\_

Groom/Passenger/Attendant Signature: \_\_\_\_\_

Print Name Above: \_\_\_\_\_

Groom/Passenger/Attendant Signature: \_\_\_\_\_

Print Name Above: \_\_\_\_\_

**NOTE:** At all ADS approved competitions, the driver is required to be a member of the ADS or pay a non-member fee of \$30.00. (This fee does **NOT** provide insurance coverage). Remember to include your current ADS number. You may be asked to present your current membership card to the Secretary.