



# Horse Archery USA

## 2018 MEMBERSHIP FORM

AFFILIATED CLUB: \_\_\_\_\_

REGION: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Paid Via: CHECK # \_\_\_\_\_ PAYPAL CASH CREDIT CARD

Date Payment Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Entered into Web Database: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME			
LAST	FIRST	MIDDLE INITIAL	BIRTHDATE (if under 18)

MAILING ADDRESS			
P.O. BOX/STREET	CITY	STATE	ZIP

PHONE #S		E-MAIL	
HOME	MOBILE		

HOW DID YOU HEAR ABOUT HORSE ARCHERY USA? \_\_\_\_\_

**PARENT/LEGAL GUARDIAN (FOR MINORS) OR SPOUSE/EMERGENCY CONTACT INFORMATION (FOR ADULT MEMBERS)**

Phone #s		E-mail	
MOBILE	WORK		

Phone #s		E-mail	
MOBILE	WORK		

**PARTICIPATING MEMBER CODE OF CONDUCT**

Part of Horse Archery USA’s mission is to promote good sportsmanship, horsemanship, teamwork and a sense of community among horse archers. HAUSA expects appropriate behavior from all members participating in any HAUSA activity. Inappropriate behavior may include, but is not limited to: possession, use or distribution of any illegal drugs or alcohol; profanity, vulgar language or gestures; harassment (i.e., using words or actions that intimidate, threaten or persecute others before, during or following HAUSA activities or on social media); failure to follow rules; cheating; and abusing a horse.

I understand that my membership and participation is under the governance of HAUSA and is subject to all applicable HAUSA By-Laws and Policies. I understand that I have access to these By-Laws and Policies, and that it is my responsibility to read them. HAUSA does not own or operate any Equestrian Center Facility or Business. Acceptance of this application is not a guarantee of membership acceptance. As specified in the By-Laws, membership may be denied or revoked at any time, with or without cause. Should my membership be terminated or forfeited for any reason, I understand that there will be no refund of HAUSA membership dues paid by me.

**PHOTOGRAPH/VIDEOTAPE/E-MAIL RELEASE**

Participation in any HAUSA activity constitutes a release to be photographed and/or filmed. Said photographs and/or video clips may be posted, published, or broadcasted at the discretion of HAUSA. HAUSA utilizes e-mail to communicate with members, by submitting an e-mail address on this application, authorization of this form of correspondence is implied.

**RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

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

***I have read and agree to abide by the above. Original signatures are REQUIRED for JUNIOR membership applications and must be originals, not photocopies, and must be mailed to the membership secretary.***

_____	OR	_____
ORIGINAL SIGNATURE OF HAUSA MEMBER APPLICANT		ORIGINAL SIGNATURE OF APPLICANT’S PARENT OR LEGAL GUARDIAN
MM/DD/YYYY		MM/DD/YYYY
REQUIRED IF APPLICANT IS OF AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.		REQUIRED IF APPLICANT UNDER AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.

# HORSE ARCHERY USA

## RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

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

I **AGREE** for myself, and/or my child, in consideration for my, and/or my child's, participation in any Horse Archery USA (HAUSA) activity to the following:

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

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

I **AGREE** that the use of archery equipment by myself and others during HAUSA activities are inherently dangerous and high risk activities whether such archery equipment are discharged by myself or others

I **AGREE** that I have read the HAUSA Rules about protective equipment and I understand that I am entitled to wear protective equipment without penalty, and I acknowledge that the HAUSA strongly encourages me to do so while WARNING that no protective equipment can guard against all injuries. If I am a parent or guardian of a junior competitor, I consent to the child's participation and ACKNOWLEDGE that PARTICIPANTS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR APPROVED ATSM HELMETS and AGREE to assume all of the obligations of this Release on the child's behalf. I represent that I have the requisite training, coaching and abilities to safely participate in this activity.

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

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of HAUSA or HAUSA activity, and specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in a HAUSA activity. While a list of state statutes and select portions of those statutes believed to be in effect at the time of the execution of this agreement is attached hereto, I **AGREE** to locate, review and understand the full applicable statute in place in my jurisdiction.

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

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

I **AGREE** this Agreement is ongoing, and shall apply for the total duration of my membership in HAUSA, and that this Agreement survives any and all membership renewal, transfer, change of any kind, and/or lapse of membership.

I **AGREE** this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties. An official electronic communication whereby the member and/or parent/guardian is asked to "click" to agree to a new term or condition shall satisfy this section.

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

In the event this form is signed by the parent/guardian of a minor, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and minor. It is agreed that, once a minor reaches the age of majority, he/she will submit and sign a new Member Application. Parent/guardian agrees to indemnify HAUSA from any harm or damages related to the failure to submit this new application.

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

***I have read and agree to abide by the above. Original signatures are REQUIRED for JUNIOR membership applications and must be originals, not photocopies, and must be mailed to the membership secretary.***

\_\_\_\_\_  
ORIGINAL SIGNATURE OF HAUSA MEMBER APPLICANT      MM/DD/YY  
REQUIRED IF APPLICANT IS OF THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE

OR

\_\_\_\_\_  
ORIGINAL SIGNATURE OF APPLICANT'S PARENT OR LEGAL GUARDIAN      MM/DD/YY  
REQUIRED IF APPLICANT IS UNDER THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE

# STATE EQUINE ACTIVITY LIABILITY STATUTES

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

## ALABAMA

**AL ST §6-5-337 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.

## ALASKA

**AK ST § 09.65.145; AK ST § 09.65.290**

## ARIZONA

**AZ ST § 12-553**

## ARKANSAS

**AR ST § 16-120-201, 202 WARNING:** Under Arkansas law, an equine activity sponsor, livestock activity sponsor, livestock owner, livestock facility, and livestock auction market are not liable for an injury to or the death of a participant in equine activities or livestock activities resulting from the inherent risk of equine activities or livestock activities.

## CALIFORNIA

**NO KNOWN EQUINE ACTIVITY LIABILITY STATUTE**

## COLORADO

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

## CONNECTICUT

**CT ST § 52-557p**

## DELAWARE

**DE ST TI 10 § 8140 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

**FL ST § 773.01 - 773.06 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

**GA ST §§ 4-12-1 - 5 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.**

## HAWAII

**HI ST § 663B-1, B-2**

(HAUSA\_PARTICIPATING\_MEMBER\_2018)

## IDAHO

**ID ST § 6-1801 - 1802**

## ILLINOIS

**IL ST CH 745 § 47/1 - 47/999 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

**IN ST 34-31-5-1 - 5 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

**IA ST § 673.1 - 673.5 WARNING:** UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS

DOMESTICATED ANIMAL ACTIVITY.

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.

## KANSAS

**KS ST § 60-4001 - 4004 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.

**KY ST § 247.4 KENTUCKY**

**ING:**

**01 - 4029 WARN**

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

**LA R.S. 9:2795.1 - 9:2795.3 WARNING:**

Under Louisiana 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 R.S. 9:2795.3.

## MAINE

**ME ST T. 7 § 4101 - 4103-A WARNING:**

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

## MARYLAND

**NO KNOWN EQUINE ACTIVITY LIABILITY STATUTE**

## MASSACHUSETTS

**MA ST 128 § 2D 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.

# STATE EQUINE ACTIVITY LIABILITY STATUTE S

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

## MICHIGAN

**MCLA 691.1661 - 1667 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

**MN ST § 604A.12**

## MISSISSIPPI

**MS ST § 95-11-1 - 7 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.

## MISSOURI

**MO ST 537.325 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

**MT ST 27-1-725 - 728**

## NEBRASKA

**NE ST § 25-21,249 - 253 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

**NO KNOWN EQUINE ACTIVITY LIABILITY STATUTE**

## NEW HAMPSHIRE

**NH Rev. Stat. § 508:19**

## NEW MEXICO

**NMSA 1978, § 42-13-1 - 5**

## NEW JERSEY

**NJ ST 5:15-1 to 5:15-1 12 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).

## NEW YORK

**NO KNOWN EQUINE ACTIVITY LIABILITY STATUTE**

## NORTH CAROLINA

**NC ST § 99E-1 - 99E-9 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.

## NORTH DAKOTA

**ND ST 53-10-01; ND ST 53-10-02**

## OHIO

**OH RC § 2305.321**

## OKLAHOMA

**76 OK St. Ann. § 50.1 - 50.4**

## OREGON

**ORS § 30.687 - 697**

## PENNSYLVANIA

**PA ST 4 P.S. § 601 - 606**

## RHODE ISLAND

**RI ST § 4-21-1 - 4 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

**SC Code 1976 § 47-9-710 - 730 WARNING:**

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

## SOUTH DAKOTA

**SDCL § 42-11-1 - 5 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

**TCA § 44-20-101 - 105 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

**VTCA CIV PRAC & REM CODE § 87.001 - 005**

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

## UTAH

**UT ST § 78B-4-201 - 203** An equine or livestock activity sponsor is not liable for inherent risks with regard to equine or livestock activities. "Inherent risk" with regard to equine or livestock activities means those dangers or conditions which are an integral part of equine or livestock activities, which may include: (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; or (d) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

## VERMONT

**12 VSA § 1039 WARNING:** Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A § 1039.

## VIRGINIA

**VA ST § 3.2-6200 - 6302**

## WASHINGTON

**RC WA 4.24.530 - 540**

## WEST VIRGINIA

**W.Va. CODE § 20-4-1 - 7**

## WISCONSIN

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

## WYOMING

**WY ST § 1-1-122 - 123**