



# 2021 PARTICIPATING MEMBER APPLICATION

1. This application must be COMPLETE with all REQUIRED SIGNATURES, NO PHOTOCOPIES and RECEIVED BY THE NATIONAL OFFICE WITH ALL REQUISITE FEES BY APPROPRIATE PAYMENT METHOD BEFORE THIS APPLICANT MAY PARTICIPATE IN ANY UNITED STATES PONY CLUBS, INC. ("USPC") ACTIVITY. 2. Any application returned as INCOMPLETE, or with INVALID SIGNATURES must be resubmitted and is subject to a \$5.00 RETURN FEE.

This box to be Completed by Club/Center Official:

Club/Center Name	<b>DUNE RIDERS PONY CLUB</b>
Region Name	<b>LAKE SHORE REGION</b>
Previous Club/Center (if transferring)	
Certification (if renewing)	
Submitted by	<b>KATHERINE RISTOW</b>
<small>MUST BE DC/CA OR APPOINTEE, UNLESS NATIONAL MEMBER</small>	
Submitter Phone/E-mail	<b>duneridersponyclub@gmail.com</b>

\*NOTE: USPC MEMBERSHIP DUES ARE NON-REFUNDABLE\*

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

- \$155 New Member for 2021.
- \$135 Early Renewal Member for 2021, discount if postmarked or paid on or before 11/15/20.
- \$145 Regular Renewal for 2021, postmarked or paid after 11/15/20.
- Transfer No charge if current member. If not current, the member must select a renewal option.
- \$200 Prorated New Member joining between 09/01/20 and 12/31/20 for the remainder of 2020 & all of 2021.
- \$180 Prorated Renewal rejoining between 09/01/20 and 12/31/20 for the remainder of 2020 & all of 2021.
- \$195 National Member for 2021. (Must be at least 18 yrs & have achieved a C-2 HM Certification. One-time letter of recommendation required from DC, CA or RS.)

## MEMBER INFORMATION

To be completed by Applicant or Parent/Legal Guardian:

Gender  M  F Birth Date \_\_\_\_\_ MM/DD/YYYY Join Date (Unless Renewing) \_\_\_\_\_

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

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

Phone Nos \_\_\_\_\_ HOME MOBILE E-mail \_\_\_\_\_

2020 Memberships?  USEA  USDF  USEF  USHJA  MFHA  AQHA  FFA  4-H  IEA  Other Nat'l Organizations

MEMBER # \_\_\_\_\_

USPC ALUMNI please provide the following information

GRADUATE CLUB/CENTER \_\_\_\_\_ CERTIFICATION \_\_\_\_\_ MAIDEN NAME \_\_\_\_\_

CONTACT INFORMATION FOR MEMBER'S:  PRIMARY PARENT/LEGAL GUARDIAN\*  SPOUSE  EMERGENCY CONTACT  
\*If member is under the age of majority in their state of residency, parent/guardian information is required. If address or phone is different, please attach separately.

Name \_\_\_\_\_ PRIM. LAST+SUFFIX (IF APPLICABLE) FIRST MIDDLE USPC Alumnus?  CHECK TO INDICATE YES

Phone Nos \_\_\_\_\_ MOBILE WORK E-mail \_\_\_\_\_

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

Phone Nos \_\_\_\_\_ MOBILE WORK E-mail \_\_\_\_\_

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

### PARTICIPATING MEMBER CODE OF CONDUCT

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

I understand that my membership and participation is under the governance of USPC and is subject to all applicable USPC By-Laws, Policies, Rules and Regulations. I understand that I have access to these By-Laws, Policies, Rules and Regulations, and that it is my responsibility to read them. USPC does not own or operate any Riding 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 USPC membership dues.

### PHOTOGRAPH/VIDEOTAPE/E-MAIL RELEASE

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

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

Acceptance of Member Application by USPC is contingent on USPC's receipt of an original signed Release, Assumption of Risk, Waiver of Liability, and Indemnity Agreement with a valid signature by the applicant/applicant's parent/legal guardian. It is understood that the applicant cannot participate in any USPC activity until the signed Release, Assumption of Risk, Waiver of Liability, and Indemnity Agreement is received. By submitting this Member Application, 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 accepted. 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 USPC through any of its local, regional, or national operations, and that such agreement survives any renewal, lapse in membership and/or transfer to other clubs, centers or regions, and applies regardless of the type of membership the applicant receives.

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

\_\_\_\_\_  
ORIGINAL SIGNATURE OF USPC MEMBER APPLICANT MM/DD/YYYY  
REQUIRED IF APPLICANT IS OF OR GREATER THAN THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.

OR

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

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

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

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

I **AGREE** that I choose to participate voluntarily in an equestrian activity, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer. I am fully aware and acknowledge that horse sports and USPC activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, sickness and disease (including communicable diseases), 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, because of the inherent dangerous risks associated with equestrian activity, I will complete a medical wristband or armband card and that I and/or my child will wear it while participating in USPC activities. I authorize USPC, its successors or assigns, officials, officers, directors, employees, agents and/or volunteers to obtain and release to any USPC activity personnel (including, but not limited to, organizers, instructors, test examiners, chaperones), and to any first aid and safety personnel, medical professional, and treating medical facility, any information regarding my/my child's medical history, symptoms, treatment, exam results and/or diagnosis contained in the wristband or armband card. I acknowledge that it is my/parental/legal guardian responsibility to ensure that I am/my child is a USPC participating member and am/is wearing a completed wristband or armband card at all USPC activities. Furthermore, I agree and understand that it is my/parental/legal guardian responsibility to ensure that I/my child will not participate in any USPC mounted activities if I/my child have/has had a head injury or other medical condition and have/has been restricted from activity, until such time as the injury or condition is resolved and any activity restriction is lifted.

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

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of the USPC or the USPC activity, and **specifically agree to the applicable state statute/law regarding equine/farm animal activity liability and signed posting (if any), in any state in which I or my child participates in a USPC activity. 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) the USPC and the USPC activity and to hold them harmless with respect to claims for Harm to me or my horse, and for claims made by others for any Harm caused by me or my horse in the USPC activity.

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

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

I **AGREE** this Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties. 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 USPC 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 USPC rules and all terms and provisions of the USPC activity. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free voluntary act and deed. By signing below, I represent to the USPC that I fully understand its contents, that I do not need any further explanation, and I waive any further explanation.

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

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

# STATE EQUINE ACTIVITY LIABILITY STATUTES

PLEASE RETAIN FOR YOUR PERSONAL RECORDS.

## 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 activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock 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

**Nev. Rev. Stat. Ann. § 41.519**

## NEW HAMPSHIRE

**NH Rev. Stat. § 508:19**

## 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 MEXICO

**NMSA 1978, § 42-13-1 - 5**

## NEW YORK

**NY GEN OBLIG § 18-301 - 303; 18-401 - 405 WARNING:** Under New York Law, an equine professional or 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 section 18-404 of the General Obligations Law.

## 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 ST § 2305.321**

## OKLAHOMA

**76 OK St. Ann. § 50.1 - 50.4**

## OREGON

**ORS § 30.687 - 697**

## PENNSYLVANIA

**PA ST 4 P.S. § 601 - 606 WARNING:** You assume the risk of equine activities pursuant to Pennsylvania law.

## 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

**RCWA 4.24.530 - 540**

## WEST VIRGINIA

**W.Va. CODE § 20-4-1 - 7** 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. Each participant shall have the sole individual responsibility for knowing the range of his or her own ability to manage, care for, and control a particular horse or perform a particular equestrian activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular horse or horses at all times while participating in an equestrian activity, to heed all posted warnings, to perform equestrian activities only in an area or in facilities designated by the horseman and to refrain from acting in a manner which may cause or contribute to the injury of anyone. If while actually riding in an equestrian event, any participant collides with any object or person, except an obviously intoxicated person of whom the horseman is aware, or if the participant falls from the horse or from a horse-drawn conveyance, the responsibility for such collision or fall shall be solely that of the participant or participants involved and not that of the horseman.

## 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**