# Loudoun Hunt Pony Club



# Information & Membership

The United States Pony Clubs, Inc. started in 1954 to teach riding and the proper care of horses. It is based on The British Pony Club, which was created in 1929 as a junior branch of the Institute of the Horse. Since then, Pony Club has expanded to many countries around the world, with the main goal being to promote sportsmanship, stewardship and leadership through horsemanship.

Pony Club is the largest equestrian educational organization in the world. This is where it all begins! Pony Club is a family experience. The cornerstones of our foundation are education, safety, sportsmanship, stewardship and FUN. Members learn riding and the care of horses through mounted sports. The skills, habits and values instilled through horsemanship will apply to every part of a member's life.

Loudoun Club Pony Club was founded in 1958 and is one of the oldest in the country and has an active membership of over 30 young horse enthusiasts. We have a wonderful partnership with the Morven Park Equestrian Center and are fortunate to use their fabulous facilities for our mounted lessons.

Participating members have access to the Pony Club online community, sponsor discounts, educational standards and achievements, a Pony Club Pin, and the chance to participate in activities such as lessons and certifications, rallies and competitions, Championships and Pony Club Festival.

Competition is important to any individual's development. It builds confidence, helps with goal setting, planning, relationships, and team work. Competing creates a need to better oneself and promotes a healthy drive to succeed in all aspects of life. Pony Club organized competitions are team based and are called "Rallies". Club members compete at Rallies based on their age and certification level.

Pony Club is about horse crazy kids who want to meet horse crazy friends!

As members learn and develop at their own pace, they have the opportunity to progress through the Pony Club Certifications. Certifications outline a clear progression of skills in riding and horse management. Each Certification level requires an increasing depth of knowledge and abilities. Certifications to evaluate a member's horsemanship ( both riding & knowledge) are held throughout the year.

A typical year at Loudoun Hunt Pony Club:

- 6 weeks of ground school (un-mounted) each winter (January/February time frame)
- 6 group riding lessons each Spring (two flat, two jumping, two XC)
- Spring Horse Trial at Morven Park\* LHCP Fundraiser /Volunteers needed/ See Loudoun Hunt Pony Club Parent Responsibility
- week long summer day camp at Morven Park (additional fee involved)
- participation at Rallys to include: Quiz, Dressage, Eventing, Show Jumping and others
- 6 group riding lessons each Fall

- Fall Horse Trial at Oatlands\* LHPC Fundraiser/Volunteers Needed/see Loudoun Hunt Pony Club Parent Responsibility
- Annual Holiday Party
- Parent/share holder meetings (these are held at Morven Park or the Purcellville Train Station)

\*Horse Trials: Each year, our pony club hosts two very large horse trials. One in the spring at Morven Park and one in the fall at Oatlands Plantation. These are our big 'fund raisers' and all pony club members and their parent(s) are strongly encouraged to participate in the work days (usually two or three) preceding them and in working both the Saturday and Sunday of the actual event. The money raised during these horse trials pays for lessons, ground school, defer much of the cost of summer camp and help pay for rallies.

There are three websites that contain a lot of helpful information about the ratings, rallies and pony club in general:

The Loudoun Hunt Pony Club website: http://www.loudounhunt.ponyclub.org The National USPC web site: http://ponyclub.org/ The VA Regional web site: http://virginia.ponyclub.org

For Information & Membership Forms, please visit our website at <u>loudounhunt.ponyclub.org</u> or contact our Membership Chair, Elizabeth Coppersmith at 703-328-5430 or emcoppersmith@gmail.com.

## **Loudoun Hunt Pony Club**

Instructions for Completing NEW Membership Paperwork

## New Members for 2019 – membership covers January 1, 2019 - December 31, 2019.

National Dues \$155 VA Region Dues \$30 LHPC New Member Dues \$25 TOTAL DUES: \$210.00

## Prorated New Member – membership for a new member joining between 09/01/18 and 12/31/18 for the remainder of 2018 and all of 2019.

National Dues \$200 VA Region Dues \$35

LHPC Dues \$25 TOTAL DUES: \$60.00

## To complete registration please send or deliver the following to:

Elizabeth Coppersmith, LHPC Membership Chair, 22167 Sam Fred Rd, Middleburg, VA 20117

1. USPC 20198 Participating Member Application

1 copy of the completed 2019 participating Member Application.

Please print the attached form and complete

When filling out the form - please follow these directions:

Check either New Member OR New Member Prorated

Important, the amount listed here shows the National Dues only - Regional and Club dues must be added to this - see Total Dues listed above. Complete Member & Parent information - please print legibly - data entry will be done using this form.

Read and sign both pages of the two-page form.

2. The Policies of the Loudoun Hunt Pony Club & Loudoun Hunt Pony Club Parent Responsibility 1 copy of the completed signature form (Page 2 of the Parent Responsibility)

3. New Member Riding Information

1 copy of the completed New Member Riding Information Form

5. Current Coggins & Morven Park Release

Morven Park Release & 2 copies of a current negative Coggins for the horse(s) or pony(s) to be ridden at pony club activities. Valid Coggins must be on file with the club before you will be allowed to participate in any mounted activity.

## 6. Payment

One check payable to LHPC for the TOTAL DUES amount from above depending on when you join. Be sure to include National Dues, VA Region Dues and LHPC Dues.

If you have any questions please feel free to email (emcoppersmith@gmail.com) or phone me at 703-328-5430.

Elizabeth Coppersmith LHPC Membership Chair 703-328-5430 emcoppersmith@gmail.com



## 2019 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, OF with INVALID SIGNATURES must be resubmitted and is subject to a \$5.00 RETURN FEE.

This box to be Completed by Club/Center Official:	*NOTE: USPC MEMBERSHIP DUES ARE NON-REFUNDABLE*	
Club/Center Name	Please check all that apply; <u>FEES ARE FOR NATIONAL DUES ONLY</u> .	
Region Name	<ul> <li>\$155 New Member for 2019.</li> <li>\$135 Early Renewal Member for 2019 discount if postmarked on or before 11/15/18.</li> </ul>	
Previous Club/Center (if transferring) Certification (if renewing)	<ul> <li>\$145 Regular Renewal for 2019, postmarked or paid after 11/15/18.</li> <li>Transfer No charge if current member If not current, the member must select a renewal option.</li> </ul>	
Submitted by MUST BE DC/CA OR APPOINTEE, UNLESS NATIONAL MEMBER Submitter Phone/E-mail	<ul> <li>\$200 Prorated New Member joining between 09/01/18 and 12/31/18 for the remainder of 2018 &amp; all of 2019.</li> <li>\$180 Prorated Renewal rejoining between 09/01/18 and 12/31/18 for the remainder of 2018 &amp; all of 2019.</li> </ul>	
CHECK HERE IF HORSEMASTERS MEMBERSHIP	\$195 National Member for 2019. (Must be at least 18 yrs & have achieved a C-2 HM Certification. Letter of recommendation required from DC, CA or RS.)	

Gender 🖬 M 🖬 F 🛛 Birth Date		Join Date (Unless Renewing)		
	MM/DD/YYYY			
Name		1		
LAST+SUFFIX (IF APPLICABLE)	FIRST	MIDDLE	PREFERRED (IF DIFFERENT FROM	M FIRST)
Mailing Address				
P.O. BOX/STREET		CITY	STATE ZIP + 4 ( <i>IF KNOW</i>	/N)
Phone №s	I	E-mail		
HOME	MOBILE			
2019 Memberships?	🗖 USDF 🗖 USEF 🗖 USHJA 🕻	🕽 mfha 🗖 aqha 🗖 ffa 🗖 4-h 🗖 iea 🗖	Other Nat'l Organizations	
MEMBER				
USPC ALUMNI please provide the following	g information		1	
	GRAD	UATE CLUB/CENTER CERTIFI	CATION MAIDEN NAME	
PARENT/LEGAL GUARDIAN (FOR	MINORS) OR SPOUSE/EMERGEN	CY CONTACT INFORMATION (FOR A	DULT MEMBERS)	
If address or home phone is different f	rom above, please attach separately	<u>.</u>		
Name		I	USPC Alumnus	?
PRIM. LAST+SUFFIX (IF APPLICABLE)	FIRST	MIDDLE	CHECK TO IND	
Phone №s	1	E-mail		
MOBILE	WORK			
Name	I	I	USPC Alumnus	?
ADDL. LAST+SUFFIX (IF APPLICABLE)	FIRST	MIDDLE	CHECK TO IND	ICATE YES
Phone №s		E-mail		

MOBILE WORK MAILING ADDRESS OPT OUT | 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.

MEMBER INFORMATION To be completed by Applicant or Guardian:

#### 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 mailed, 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 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.

		OR	
ORIGINAL SIGNATURE OF USPC MEMBER APPLICANT REQUIRED IF APPLICANT IS OF THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.	MM/DD/YYYY	ORIGINAL SIGNATURE OF APPLICANT'S PAREN REQUIRED IF APPLICANT IS UNDER THE AG	T OR LEGAL GUARDIAN MM/DD/YYYY E OF MAJORITY IN THEIR STATE OF RESIDENCE.
The United States Pony Clubs, Inc. 4041 Iron Works Pkwy Lexington, KY 40511-8483 REVISED 08/2018	ONE	R CLUB/CENTER RECORDS COPY TO REGION L TO NATIONAL OFFICE	Phone: (859) 254-7669 (PONY) Fax: (859) 233-4652 E-mail: <u>memberservices@ponyclub.org</u> PAGE 1 OF 4

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

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

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

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- > The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- A collision with another equine, another animal, a person, or an object;
- The potential of an 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, that 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, it 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, | 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 though 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 though 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. <u>REQUIRED, all signatures must be originals, not photocopies.</u>

		OR		
ORIGINAL SIGNATURE OF USPC MEMBER APPLICANT REQUIRED IF APPLICANT IS OF THE AGE OF MAJORITY IN THEIR STATE	MM/DD/YYYY OF RESIDENCE	OF	NGINAL SIGNATURE OF APPLICANT'S PARENT OR LEGAL GUARDIAN REQUIRED IF APPLICANT IS UNDER THE AGE OF MAJORITY IN THEIR STATE C	MM/DD/YYYY DF RESIDENCE
The United States Pony Clubs, Inc. 4041 Iron Works Pkwy Lexington, KY 40511-8483 REVISED 08/2018	ONE CC	LUB/CENTER RECO DPY TO REGION NATIONAL OFFICE		59) 254-7669 (PONY) Fax: (859) 233-4652 <u>vices@ponyclub.org</u> PAGE 2 OF 4

#### 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 - 4 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 animal activities, pursuant to **Chapter 12 of Title 4 of the Official Code of Georgia Annotated.** 

#### HAWAII HI ST § 663B-1, B-2

#### 2 1,2 -

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.

#### KENTUCKY

**KY ST § 247.401 – 4029 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

**LSA-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. 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 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 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

Laws of New York, 2017, Chapter 338, § 18-301 - 18-303

#### 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 the 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.

#### 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

## THE POLICIES OF THE LOUDOUN HUNT PONY CLUB Revised December 9, 2016

In addition to all U.S. Pony Clubs (USPC) and Virginia Region Pony Clubs (VRPC) policies, the Loudoun Hunt Pony Club (LHPC) has established the following specific policies. All questions should be directed to the District Commissioner (DC). National policies are available on the internet at ponyclub.org. Virginia Region policies are available on the internet at vrponyclub.org.

## Membership New and Renewing Members

Loudoun Hunt Pony Club will be open for new and renewing membership throughout the year. Active participation for new and renewing members cannot begin until the USPC National Office has received all paper work and payment. New and renewing members must be covered by National insurance prior to participation in any Pony Clubs activities.

## Membership Forms

## **New Members**

New Members must complete a USPC Membership Application and return it with payment to the Membership Chair.

The applications also must include the following:

- Copy of the signed LHPC Parent Responsibility
- Copy of the LHPC New Member Riding Information
- Check payable to LHPC for USPC Annual Dues, VRPC Annual Dues & LHPC New Member Dues
- One copy of a current negative Coggins for horse(s) or pony(s) to be ridden at Pony Club activities.

## **Renewing Members**

Renewing Members should notify the Membership Chair of their intent to renew membership each Fall. Check payable to LHPC for USPC Annual Dues & VRPC Annual Dues should be sent to the Membership Chair prior to the deadline. Membership will not be renewed unless payment is received by the Club. Late fees for USPC, VRPC and LHPC will be added to all late renewing membership.

The above must be submitted before a new or renewing member is eligible to participate in any USPC activities.

## **Dual Memberships**

As space allows, Loudoun Hunt Pony Club will accept dual memberships and grant all LHPC benefits providing:

- Candidate meets all National, Regional and LHPC policies and requirements.
- Candidate meets all requirements in Fundraiser and Instruction Sections.
- Remains a member in good standing in USPC.

• Dual member should certify in club of record.

## **Membership Dues**

Club dues will be determined each year at the annual sponsors' meeting. A Club late fee of \$25.00 will be added to any renewing membership paid after the due date. This is in addition to the USPC and VRPC late fee. There is a \$15.00 administrative fee for incoming transfers or dual members.

## Sponsors

Pony Clubs are administered by parents and other adults who volunteer to operate the Club and organize activities. Individual adults may become Club Sponsors, from which the Club leadership - District Commissioner, Joint District Commissioner (optional), Club Secretary, and Club Treasurer - will be chosen. In addition to selecting officers, Club Sponsors are charged with oversight of a club's policies, budget and calendar of activities. Club Sponsors are the official voting members of the Club. Sponsor fees will be determined at the Annual Sponsors' Meeting.

## Funds

## **Fund Raiser**

In order to help defray the cost of instruction of lessons, clinics, camps, other LHPC activities and operating expenses, LHPC will conduct two horse trials per year. All members and parents are encouraged to participate in the preparation for, as well as working on the days of, the horse trials.

## **Use of Funds**

The primary use of LHPC funds will be for lessons/camps and clinics embracing the requirements of the USPC standards of proficiency and to offset the operating expenses of this club.

## **Expenses of Club Officials and Volunteers**

Minor expenses (e.g., postage, copying, and supplies) will be paid for by the Club when incurred in carrying out Club business and accompanied by proper receipts. Major expenses (e.g., travel) must be approved by the sponsors. A portion of the general fund will be used to cover registration fees, transportation, and lodging for the DC and Joint DC to attend the USPC annual meeting. Horse trial expenses will be approved by the DC and Joint DC.

## Instruction

As long as funds in the treasury allow, LHPC will pay (for a member in good standing) for the

### THE POLICIES OF THE LOUDOUN HUNT PONY CLUB Revised December 9, 2016

spring and fall weekly mounted lessons, ground schools, one testing at each certification level, and a portion of summer camp. Ground schools will be conducted during the winter months. A minimum of six weekly mounted lessons each spring and six weekly mounted lessons each fall will be scheduled. These will be group lessons embracing the requirements of the USPC standards of proficiency.

If members wish to participate in lessons, they must notify the DC before the start of lessons. Lesson groups will be arranged, not necessarily by certification, but rather by current ability of the horse and rider combination. Members are expected to notify the DC or lesson coordinator if they are going to be absent from lessons.

LHPC camp will be held each year in the summer. A portion of summer camp will be paid by LHPC.

As long as funds in the treasury allow, LHPC will pay for team coaches for LHPC regional rally teams. LHPC will not pay for personal coaches for team competitors.

## Minimum Qualifications to Participate in Mounted Activities

Riders must be safely mounted and, on their own, should be able to walk, trot, halt and turn with control in a group. This ability will be assessed by the DC and a LHPC instructor.

## **Rally Team Participation**

Any LHPC member in good standing who wants to be on a Rally Team may do so if **safe** and meet requirements in the specific discipline rulebook and has the approval of the DC.

## Certifications

All candidates for certifications must be members in good standing with LHPC, the Region and USPC. LHPC will pay for a candidate's certification at each level (D -1, D-2, D-3, C-1, C-2, H-B, C-3, B, H-HM, H, H-A, A, and specialty certifications), one time only. If a candidate needs to be retested at any certification level, the member or member's parents will be responsible for the cost to retake the test. **Dual members should be certified through their club of record.** 

## Member in Good Standing

A Loudoun Hunt Pony Club Member is considered in Good Standing if they are current with all dues and fees owed the Registered Club, Region and USPC and, when available, participate in one or more of the following:

- They show evidence of sincere interest in the activities of Pony Club at the local, regional, or national level.
- They assist younger members in the learning process.
- They participate in Pony Club activities at the local, regional, or national level when and

## THE POLICIES OF THE LOUDOUN HUNT PONY CLUB Revised December 9, 2016

where appropriate, according to age, experience, and suitability of mount.

## **General Behavior**

All **members and parents** are expected to be courteous to instructors and club officials at all times and must abide by the USPC code of conduct at all Pony Club activities. Profanity is not allowed. Members are expected to be on time for activities. When unavoidably late, a member must ask permission of those in charge to join the activity.

## **Dress Code**

Members must wear a Medical Armband on either upper arm with a completed USPC or USEA Medical Card or Medical Bracelet for all Pony Club activities. An approved (ASTM, PAS or AS/NZ) helmet must be worn for any mounted Pony club activity, to include horse inspection and longeing. In addition the following are required or expected for all mounted activities:

- Britches or Jodhpurs are recommended: no jeans or chaps. Half-chaps may be worn. Ds may wear any style half-chaps. Half-chaps worn by Cs and up must be smooth leather and match their boots.
- A conventional type of riding footwear with a heel is required (e.g., leather, synthetic or rubber riding boot s, Jodhpur boots, paddock boots or the equivalent).
- Shirts must have sleeves and be tucked in.
- Belts are required if there are belt loops on riding pants.
- Long hair reaching below the shoulders must be neatly secured away (pony tail, braids or hair net) from the eyes.
- No excessive jewelry. See current USPC Horse Management Hand book Rules for Rallies.
- For all pony club activities, members are expected to dress in a manner that conveys respect for themselves, others, our sport, and our organization.

## **USPC Code of Conduct**

The United States Pony Clubs, Inc. is proud of its reputation for good sportsmanship, horsemanship, teamwork and well-behaved members. The USPC expects appropriate behavior from all members, parents, and others participating in any Pony Club activity. Inappropriate behavior includes:

- Possession, use, or distribution of any illegal drugs or alcohol (See USPC Policy 0500 for further guidelines.)
- Profanity, vulgar language or gestures
- Harassment using words or actions that intimidate, threaten or persecute others before, during or following Pony Club activities
- Failure to follow rules
- Cheating

• Abusing a horse

I understand that the local club to which I am applying is under the governance of National, Regional and Club Bylaws and Policies. I understand that I have access to these Bylaws and Policies, and that it is my responsibility to read them. As specified in the Bylaws, membership may be denied or terminated at any time, with or without cause. Should any membership be terminated for any reason, I understand that there will be no refund of national membership dues. Participation in any USPC activity constitutes a release to be photographed and/or videotaped. Said photographs and/or videotapes may be published or broadcast at the discretion of USPC, Inc.

These policies were reviewed and approved by the LHPC 2017 sponsors on December 9, 2016.

#### Loudoun Hunt Pony Club Parent Responsibility

Pony Club is a shining example of volunteerism at its best and takes a substantial time commitment for parents and other adult volunteers. As a Pony Club parent, you join many thousands of volunteers working at the club, regional and national level. Pony Club parents are a vital part of our club's many activities and the reason for much of our club's continued success. As a LHPC parent you will be called upon tohelp the club in the following ways.

#### Attend Club Meetings & Events

Parents are encouraged to attend club meetings and events. We also invite parents to become involved in the administration of the club by becoming a Club Officer or Club Sponsor. In general, Pony Clubs are administered by parents and other adults who volunteer to operate the club and organize activities. Individual adults can become Club Sponsors, from which the club leadership - District Commissioner, Joint District Commissioner (optional), Club Secretary, and Club Treasurer will be chosen. In addition to selecting officers, Club Sponsors are charged with oversight of a club's policies, budget and calendar of activities. Club Sponsors are the official voting members of the club. Talk with your District Commissioner and/or refer to the USPC Bylaws for Registered Clubs for more details. Not everyone, of course, can or wants to be an officer but ideas and suggestions are always appreciated.

#### **Volunteer Opportunities**

Even if you are not a horseperson, volunteers are needed to support the ongoing activities of the club. We always need volunteers as:

- Hospitality Committee
- Ground School Organizer
- Ground School and help out at a lesson: set up jumps, take down jumps, and provide water to the instructor or jump crew
- Rally Coordinator
- Summer Camp Volunteer
- Plan a special camp activity
- Organize and Inventory LHPC' equipment
- Provide food and beverages at meetings or competitions
- Provide transportation for field trips
- Provide pony/horse trailering to rally
- Chaperone a rally
- Set up stadium jumps

#### Horse Trials & Workdays

Every year, LHPC hosts two fundraisers - the LHPC Spring Horse Trials at Morven Park Equestrian Center and LHPC Fall Horse Trials at Oatlands Plantation. These events require hundreds of volunteer hours in order to make them successful. The funds raised allow LHPC to provide activities such as ground school, mounted lessons and summer camp, at little or no cost to our members. In order to continue to subsidize these activities for our members, we encourage LHPC members and parents to volunteer at both our Spring and Fall Horse Trials and associated workdays.

#### **Horse Trials**

April	Clean Up Day for LHPC Spring Horse Trials @ Morven Park
April	LHPC Spring Horse Trials @ Morven Park**
August	First Clean Up Day for Fall Horse Trials @ Oatlands (if needed)
August	Second Clean Up Day for Fall Horse Trials @ Oatlands
September	LHPC Fall Horse Trials @ Oatlands**

\*\*Our horse trials dates are determined each year by the U.S. Eventing Association and not LHPC. All dates are posted on the LHPC website.

#### Morven Park Equestrian Center

LHPC is able to provide ground school, spring and fall mounted lessons and summer camp at little or no cost to our members due to a very special relationship we are fortunate to have with the Morven Park Equestrian Center in Leesburg. For over 30 years, LHPC has provided volunteers for the Morven Park Spring Horse Trials (not to be confused with the LHPC Spring Horse Trials which is also held at Morven Park) and Morven Park Fall Horse Trials

In exchange, Morven Park allows LHPC to hold our largest fundraiser, the LHPC Spring Horse Trials, at their facility. Funds raised from this annual event along with the ability to use the equestrian facilities at Morven Park enables LHPC to provide our members with ground school, mounted lessons, and summer camp, at little or no cost, to members in good standing.

Please complete the portion below and return this page to the LHPC Membership Chair.

Your signature affirms that you have received a copy and have read The Policies of the Loudoun Hunt Pony Club and the Loudoun Hunt Pony Club Parent Responsibility.

Pony Club Parent Name - Please Print

Pony Club Parent Signature

Date

Pony Club Member Name - Please Print

## Loudoun Hunt Pony Club New Member Riding Information

Rider's Name	
	Age as of January 1st
Parent's Names:	
Address:	
City, State, Zip Code	
Home Phone	
Cell Phone	
Email	
Riding Experience (e.g. Walk/Trot, Canter, Ca	rossrails, Jumping):
If more advanced, please explain.	
Dravious Eventing /Charry Even arise and	
Previous Eventing/Show Experience:	
Tell us about your Pony/Horse.	
Riders must be able to walk, tr	ot, turn and stop their ponies/horses

in order to participate in riding activities.



#### 41580 Sunday Morning Lane, Leesburg, VA 20176

## EQUESTRIAN RENTAL AGREEMENT / HOLD HARMLESS

This Equestrian Rental Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018 (valid through December 31, 2018) by and between Westmoreland Davis Memorial Foundation, Inc. (hereinafter "MORVEN PARK") and \_\_\_\_\_\_ (Participant Name)

WHEREAS, MORVEN PARK has agreed to confer to USER the non-exclusive possession and use of the facilities identified as (Location on property:)\_\_\_\_\_\_, subject to the terms of this Agreement, for the purpose of participating in one or more of the following activities: Dressage, Combined Training, Hunter/Jumper, Foxhunting, Organized Trail Rides, and/or Driving Events.

#### THEREFORE BE IT AGREED:

USER shall be entitled to use the above referenced facilities and participate in the aforementioned horse related activities for each day that a rental fee is paid. This Agreement shall remain valid and binding on USER for a period of one (1) year from the date of execution of this Agreement or until this Agreement is superseded by a new Equestrian Rental Agreement signed by USER, whichever is later.

The USER acknowledges the inherent risk involved in riding and working around horses, such risks include, but is not limited to (i) bodily injury from using, riding, or being in close proximity to horses, (ii) injury to both riders and horses in normal use or in competition and schooling, (iii) the propensity of a horse to behave in dangerous ways which may result in injury to persons, rider, trainer, groom or handler, (iv) the inability to predict a horse's reaction to sound, movements, objects, persons or animals, (v) hazards of surface or subsurface conditions and riding over unknown terrain where hazards may be hidden by vegetation or conditions, (vi) collisions with other animals or objects, and (vii) the potential of a participant (amateur or professional) or bystander acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the horse or not acting within the participant's ability.

The USER further acknowledges that riding, cross-country horseback riding, jumping and foxhunting (which include riding over fences, other obstacles, and steep and rough terrain) are <u>intrinsically</u> dangerous activities. Despite the inherit dangers associated with riding and working around horses, the USER wishes to participate in the above referenced horse related activities.

The USER understands that a parent, legal guardian or other adult <u>must</u> accompany him/her if the USER is under the age of 16 years.

The USER agrees to read and abide by the Rules and Regulations of Morven Park. The USER acknowledges and understands that the Rules and Regulations are a deemed to be part of this Agreement.

In exchange for being permitted to participate in the above mentioned horse related activities, the USER, his/her heirs, guardians, and legal representatives, *releases, hold harmless, indemnifies and exonerates the Westmoreland Davis Memorial Foundation, Inc., its masters, officers, directors, members, employees, or guests or any landowners, landholders or the persons making Morven Park property available to the USER from any and all liability, loss, cost or expense including reasonable attorneys' fees rising out of any suit based on any accident or injury, (including death), of the USER and of the USER's property in or about Morven Park, whether or not caused by the negligence of anyone on Morven Park property arising out of the USER's participation in the above mentioned horse related activities. The provisions within this document shall survive the expiration of this Agreement.* 

The USER's signature hereby indicates his/her agreement to wear a hard hat at all times while riding at Morven Park, to obey all rules set forth by MORVEN PARK in the Rules and Regulations, and allow Morven Park to use this information in mailings. This information will not be sold or shared. I further grant the Released Parties the right to photograph and/or videotape me and/or my child or ward and further to display, use and/or otherwise exploit my and/or my child or ward's name, face, likeness, voice, and appearance, in all media in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event results and standings, without compensation, reservation or limitation.

Signature: <mark>_</mark>		Address:	
(Parent or guar	dian must sign for those under 18 years of age)		
Print Name	:		
Telephone:		e-Mail:	
Horse name	on coggins:	Payment: CASH VOUCHER CHECK# N	//A
_			
	New to Morven Park	Updated Information Junior Rider	