

Winters Equestrian XC Training Ltd. Waiver & Release of Liability Form 2025 (Assumption of Risks, Release of Liability, Waiver of Claims & Indemnity Agreement)

WAIVER DECLARATION

By entering any event at Winters Equestrian XC Training Centre, you will have deemed to have waived certain legal rights, including the right to sue:

On your behalf and on behalf of any minor children participating in these activities, for whom you are legally responsible you are agreeing to the following:

Assumption of Risks

I am aware and understand that activities involving horses involve many risks, dangers and hazards, including but not limited to the following:

- 1) Horses, which are powerful and potentially dangerous animals, may change their behaviour at any time and may without warning, jump, run wildly, buck, kick, bite or step on people or things
- 2) Horses may collide with other horses or objects or trip, stumble, or fall even if being led, ridden or attended to;
- 3) Negligence, which means in general terms, a failure to exercise ordinary or proper care, or other riders or my child's own failure to ride safely, within my or my child's ability or within designated areas;
- 4) Equipment may fail;
- 5) Weather conditions can change and sometimes may be dangerous;
- 6) Negligence on the part of A PROPERTY OWNER AND/OR THE PROVIDER OF THEIR STAFF.

I am also aware that the risks, dangers and hazards referred to above exist throughout the grounds of Winters Equestrian XC Training Ltd. and many are unmarked. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages of loss resulting therefrom.

Release of Liability, Waiver of Claims & Indemnity Agreement

In consideration of the provider providing me or my child with their services and permitting me or my child's use of their Property, Facilities and other Equipment (hereinafter collectively referred to as "the services"), I hereby agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I or my child have or may have in the future against Winters Equestrian XC Training Ltd. and their directors, officers, employees, agents, representatives and volunteers (all of whom are hereinafter collectively referred to as the "RELEASEES") and to release the Releasees from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child's next of kin may suffer as a result of mine or my child's use of the Services or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES;
- 2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from mine or my child's use of services;
- 3) This Agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assigns and representatives in the event of my or my child's death or incapacity;
- 4) This agreement shall be governed by and interpreted in accordance with the laws of England.

YOU WILL BE REQUIRED TO ACCEPT ALL THE TERMS AND CONDITIONS DETAILED IN THIS DOCUMENT BY TYPING ACCEPTED INTO THE NOTES FIELD ON ENTRY.

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Additional Terms & Conditions for entry

Use of the EQUUS INNOVATION Portal, or any other EQUUS software, to enter a class or competition hosted by our partner (the Equestrian centre or Venue) will deem the User's complete acceptance of all the terms and conditions identified below.

We may update these Terms of Use (and the documents referred to in them) and any aspect of the Software from time to time. Your subsequent use of the Website constitutes acceptance of such updates. You are requested to regularly visit our home page to view the most up to date version of these Terms of Use. If you do not agree to these Terms of Use as

updated from time to time then please do not use the portal or any part of it.

1. Any transactions completed on this site are specifically between the Competitor (YOU) and the Equestrian Centre running the event. EQUUS INNOVATION is not responsible for any issues relating to the running of the event, show or class, and any issues should be raised directly with the Equestrian centre running the event.
2. The Website is a marketplace platform that facilitates the online listing and promotion of equestrian events and allows prospective entrants to view those events and enter them including paying the entrance or registration fees.
3. When an End User decides to register for and enter an Event via the EQUUS INNOVATION Portal, or through an Organiser using the EQUUS Software, the resulting legal contract is between the End User and that Organiser. That agreement shall consist of these Terms of Use, the email confirmation of your order and the details on the relevant event listing page. You agree to be bound by all such provisions. As we are not a party to the transaction, we shall not bear any express or implied liabilities in connection with the staging of the Event listed by Organisers through the Website.
4. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Website and the services provided through it without notice. We will not be liable if for any reason the Website is unavailable for any period.
5. Any Entry by an End User shall be deemed to be an offer by the End User to enter an event and acquire event services from the Organiser subject to these Terms of Use and the applicable details on the event listing page. We are not responsible for the listings provided by Organisers, the promotion, organisation, production and staging of an Event.
6. If there is an inconsistency between these Terms of Use, the email confirmation of an order or the details on the listing page then these Terms of Use shall prevail to the extent of the inconsistency.
7. We cannot give any undertaking that Event services you acquire from Organisers through the Website will be provided with reasonable skill and care and this and any other such warranties (whether express or implied) are disclaimed by us to the fullest extent permitted by law. This disclaimer does not affect your statutory rights against the Organiser.
8. No Class or Event entries shall be deemed accepted by the Organiser until we in our capacity as the disclosed commercial agent of the Organiser issue an email

acknowledgement of the order. The agreement between you as End User and an Organiser will relate only to the Event detailed in the email acknowledgement.

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9. Any Class or event entries made using the software will be deemed to be accepted by the Organiser only when you receive an email confirmation from the Equestrian centre
10. Purchases of entry to Events must only be paid for through the EQUUS payment

facility, (Stripe).

11. All graphical and written representations and descriptions of Events listed by Organisers, as well as any applicable warranties, whether express or implied, shall be solely binding upon them.
12. Any rebates and cancellations shall be subject to the Organiser's terms and conditions, which you must check and accept when placing an order via the software. Any refunds must be directly arranged with the Organiser.
13. In the event of a dispute with an Organiser, you are required to take all reasonable steps to resolve the matter directly with the Organiser.
14. Any user entering data in to the Equus Innovation software, or submitting information to a third party for entry into the system, is responsible for ensuring that the information provided is accurate, up to date and complete.
15. Equus Innovation will use your data to process your entry and also contact you to let you know your times, results, ballot information, amendments made to the show and future similar shows from this event/organiser via email or telephone/SMS.

Equus Innovation will pass your details onto event organisers so they can contact you

by email only with regards to the events in which you are registered.

16.

17. All refunds are governed by the Organiser's refund policy. End Users should check an Organiser's refund and event cancellation policy before entering an Event via the portal. Where appropriate End Users must request any refund directly from an Organiser. All disputes regarding refunds are between the Organiser and End User. EQUUS Innovation are not responsible or liable in any way for refunds or mistakes in relation to refunds.
18. We collect, store, transfer, process and where applicable share data collected from persons who visit the Website and from End Users and Organisers in the course of our operations in accordance with our Privacy Policy, incorporated into these Terms of Use by reference.
19. In providing information, to enter a Class or Event to be run by an Organiser, the user is automatically accepting that all or part of this data may be used or displayed by the Organiser as part of the process for running the event or show.
20. All entries made using the EQUUS IINNOVATION Software, are also subject to any specific rules and regulations pertaining to competitions run on the Equestrian centre or Venue locations. Any Entry to Affiliated Events or Classes (British Show jumping, British Dressage, British Eventing) will be subject to the individual regulations and rules of those Organising bodies as well as the ones identified here.