

2017 Exhibitor Acknowledgement and Waiver of Liability

I acknowledge and agree that all horses entered in the _____ (hereinafter "SHOW"), to be held on _____ are subject to inspection pursuant to the Horse Protection Act, and that management of the Show has arranged for such inspections to be performed by one or more Designated Qualified Persons ("DQP") licensed by The Friends of Sound Horses, Inc. ("FOSH"). I further acknowledge and agree that:

- (a) inspections will be conducted in accordance with the requirements of the Horse Protection Act, the regulations issued pursuant to the Act, and the provisions of the HPA Inspection Program and Rule Book that FOSH has adopted;
- (b) a copy of the FOSH HPA Inspection Program and Rule Book is available to me at www.fosh.info, or by written request to FOSH;
- (c) by entering the SHOW and presenting a horse for inspection prior to exhibition I am subject to the provisions of the FOSH HPA Inspection Program and Rule Book, and agree to be bound by those provisions;
- (d) if, as a result of DQP inspection, a horse is found to be in violation of the Horse Protection Act, the regulations issued pursuant to the Act, and/or the FOSH HPA Inspection Program rules, the owner(s), trainer(s), and/or exhibitor(s) of the horse, and/or the person transporting the horse, will receive a written violation citation (commonly called a "ticket") and are subject to disqualification from the show, as well as to suspension and financial penalties;
- (e) a person named in a DQP violation citation has the right to appeal the DQP's decision to a hearing committee in accordance with the provisions in the FOSH HPA Inspection Program and Rule Book, and to present evidence and argument that the violation and penalty should be dismissed or reduced; and
- (f) the decision of the FOSH appeal hearing committee is final.

I further acknowledge and agree that except for a failure to provide an appeal from a DQP violation citation in accordance with the provisions of the FOSH HPA Inspection Program and Rule Book, neither FOSH nor its directors, officer, employees, agents and attorneys (including specifically its DQPs and hearing committee members) shall be liable to me, or to any

person for whom I am acting as agent in submitting entry papers to the SHOW whether under a theory of contract, tort, statutory or regulatory violation or otherwise, for any loss or damages (including but not limited to loss of income and damage to personal or business reputation) arising from the inspection of a horse, the issuance of a DQP violation citation or the outcome of an appeal hearing, whether foreseeable or not and whether or not FOSH is advised of the possibility of such damages; and I hereby waive and release, for myself and as authorized agent for any person on whose behalf I am submitting entry papers to the SHOW, FOSH and its individual directors, officer, employees, agents and attorneys (including specifically its DQPs and hearing committee members) from any and all such claims, demands, actions, causes of action, losses, damages, costs or other injuries of any type.

Dated: _____

Printed Name: _____

Signature: _____

Agent for: _____