



# EQUINE AFFAIRE®

November 7-10, 2024  
Eastern States Exposition  
W. Springfield, MA

## Application & Contract for Exhibit Space in the Horse & Farm Exhibits Area

The undersigned hereby applies for exhibit space at Equine Affaire in accordance with the Terms & Conditions herein and the 2024 Equine Affaire Rules & Regulations provided to exhibitor.

### EXHIBITOR INFORMATION: (Please print and provide all information requested)

Farm / Association Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web site: www. \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Check one: Owner ☐ Agent ☐

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Exhibit stalls must be occupied at least three event days; "For Sale" and "Adoption Affaire" stalls must be occupied at least two days.

**Arrival date (check one):** ☐ Wednesday ☐ Thursday (after 5:00pm) ☐ Friday (after 5:00pm)

#### Event Program Information:

The Farm / Association Name should appear in the event program as follows: \_\_\_\_\_

Provide phone **OR** Web site to be published in the event program: \_\_\_\_\_

### STALLS APPLIED FOR IN C-BARN:

#### Horse & Farm Exhibits

# of in-line stalls \_\_\_\_\_ at \$165 each = \_\_\_\_\_

# of end stalls on outside aisle of barn \_\_\_\_\_ at \$190 each = \_\_\_\_\_

# of in-line tack stalls \_\_\_\_\_ at \$125 each = \_\_\_\_\_

# of end stalls on center aisle of barn \_\_\_\_\_ at \$215 each = \_\_\_\_\_

**Total:** \_\_\_\_\_

#### Names of Horses to be Exhibited:

#### Breed:

#### Sex:

#### Horse for Sale?

#### Horse for Adoption?

1. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
4. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
6. _____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

Please attach a list of additional horses, if needed.

This Application & Contract must be completed in full and signed by the Exhibitor (if Exhibitor is the owner) or by an authorized agent of the Exhibitor (if the Exhibitor is a farm or association) and accompanied by full payment for all stalls for which Exhibitor is applying. Exhibit stall reservations are not confirmed until an Application & Contract and full payment are received and approved by Equine Affaire, Inc. All payments due to Equine Affaire, Inc. must be in United States dollars drawn on a U.S. bank and made payable to Equine Affaire, Inc.

Please note: In order for your stall number(s), farm name, breed of horse, phone number, or Web site address to be listed in the event program this Application and Contract and full payment must be RECEIVED by September 9, 2024. If final payment is received after September 9, 2024, a late payment penalty in the amount of 15% of any amount owed and not paid by September 9, 2024, will be assessed by Equine Affaire, Inc.

The undersigned has read and accepts the Terms & Conditions stated on the reverse side of this Application & Contract and the 2024 Equine Affaire Rules & Regulations provided to the Exhibitor by Equine Affaire, Inc. Exhibitor understands and agrees that these Terms and Conditions and the 2024 Equine Affaire Rules & Regulations are an integral part of this Application & Contract and are incorporated herein by reference. Exhibitor shall observe and abide by any additional regulations made by Equine Affaire, Inc. for the efficient, safe and successful operation of the Event as soon as these additional regulations are communicated to Exhibitor. The undersigned agrees that the use and occupancy of the Assigned stall(s) shall be in respects subject to such Terms & Conditions and Rules & Regulations and agrees to fully comply with them:

This Application and Contract is executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Executed by: \_\_\_\_\_ by \_\_\_\_\_  
(Farm / Association Name, or Individual) (Signature)

Executed by (Please Print Name): \_\_\_\_\_, \_\_\_\_\_  
(Title)

**IMPORTANT:** An Equine Affaire Statement of Responsibility and Hold Harmless Agreement, Rules & Regulations Pertaining to Bringing Horses to Equine Affaire form, a Waiver and Release of Liability form, and an Eastern States Exposition Waiver form must be completed by each horse owner (or agent of horse owner) who brings horses to Equine Affaire. Each person noted on the Hold Harmless Agreement is required to complete and submit a "Waiver and Release of Liability" form prior to check in on Wednesday, November 6, 2024.

Submit completed forms, this Application & Contract for Exhibit Space, a Certificate of Liability Insurance, and full payment payable to Equine Affaire, Inc. to: Equine Affaire, Inc., 2720 State Route 56 SW, London, OH 43140.

If you have questions call the Equine Affaire Horse Exhibits Coordinator at (740) 845-0085, Monday-Friday, 9:00am-5:00pm EST.

#### ACCEPTANCE OF CONTRACT:

#### For Equine Affaire Use Only

Stall(s) Assigned: \_\_\_\_\_ Date \_\_\_\_\_ Check # \_\_\_\_\_ Amount Received \$ \_\_\_\_\_

Date: \_\_\_\_\_ Total Fee: \$ \_\_\_\_\_ Accepted by Equine Affaire, Inc., by: \_\_\_\_\_

# Terms & Conditions

**1. Equine Affaire (hereinafter called "Event") is to be held at the Eastern States Exposition in W. Springfield, MA, on November 7-10, 2024.** The Event is managed and produced by Equine Affaire, Inc. (hereinafter called "EA").

**2. Eligibility to Exhibit:** EA reserves the right to determine eligibility of an Exhibitor for inclusion in the Event.

**3. Application and Payment Process:** This Application & Contract must be completed in full and signed by the Exhibitor (if Exhibitor is the owner) or by an authorized agent of the Exhibitor (if the Exhibitor is either a farm or association) and accompanied by full payment of the exhibit stall fees. Exhibitor understands and agrees that except as provided in Paragraph 13 of the Terms & Conditions of this Application & Contract, no portion of the exhibit fee is refundable and Exhibitor is liable for the total exhibit fee.

**4. Assignment of Stall(s):** Conditioned upon the Eastern States Exposition placing the C-Barn at the disposal of EA, EA shall assign to Exhibitor for the period of the Event the exhibit stall(s) specified herein or such other exhibit stall(s) of equivalent cost that EA, at its discretion, may assign. Such assignment is made for the period of this Event only and does not imply that same or similar stall(s) will be held or offered for future events. Nothing contained herein shall entitle Exhibitor to participate in any event managed by EA other than the Event described in paragraph 1 above. EA, by this Application & Contract, bargains not only for the exhibition fee but also for the presence of the Exhibitor on at least three of the four days of the Event.

**5. Payment of Fees:** Exhibitor agrees that all exhibit fees and costs related to Exhibitor's participation in Equine Affaire during the Event including, but not limited to, program advertising, and list rentals must be paid to EA prior to prior to September 9, 2024. Exhibitor further agrees to pay a late payment penalty in the amount of 15% of any amount owed to EA and not paid by September 9, 2024. In the event that the Exhibitor fails to pay any or all fees in a timely manner, at its sole and exclusive discretion, EA may reassign the exhibit stall(s) assigned and specified herein to another exhibitor and assign alternative stall(s) to Exhibitor. In the event that the Exhibitor pays the exhibit fees after such reassignment, EA will assign such other exhibit stall(s), if then available, which EA, in its sole and exclusive discretion, deems appropriate. Should Exhibitor occupy at the Event any exhibit space not specifically described on this Application & Contract, Exhibitor agrees to pay to EA the additional exhibit fees owed for the excess space occupied by 5:00pm on the last day of the Event. In all cases Exhibitor remains liable for payment of all fees set forth in this Application & Contract, subject only to the applicable cancellation schedule herein. A \$45 fee will be charged for any check that is returned by Equine Affaire's bank for insufficient funds, closed account, or any other reason. Replacement payments must be in the form of a bank cashiers check or money order. Exhibitor undersigned further understands and accepts that a 2% credit/debit card use convenience fee will be assessed by Equine Affaire, Inc. and added on all amounts charged by the card holder on his/her debit card.

**6. Assignment of Exhibitor's Stall(s):** It is understood by Exhibitor that EA will make every effort to respect Exhibitor's location preferences when assigning stall(s), but does not guarantee assignment to any of the locations applied for. Stall(s) will be assigned by EA according to breed/type of horse in the order in which completed Applications & Contracts and necessary fees are received subject to the availability of stall preferences, the special needs of exhibitors, and compatibility of exhibitors. The stall assignment made by EA shall be final. However EA shall be entitled, in its absolute discretion, to vary the stall location, even if already assigned, for the purpose of making a more effective exhibition, and Exhibitor agrees to accept reassignment. Any excess stall fees paid by Exhibitor will be promptly returned to Exhibitor.

**7. Withdrawal by Exhibitor Before Acceptance:** Exhibitor may withdraw the Application & Contract prior to notification of acceptance. Such notice of withdrawal must be in writing and sent to EA by certified mail, return receipt requested. No employee or agent of EA is authorized to accept verbal notifications of withdrawal. If the request for withdrawal is made in a correct and timely manner, EA will return the Exhibitor's Application & Contract and deposit to Exhibitor.

**8. Cancellation by Exhibitor After Acceptance:** If Exhibitor desires to cancel this Application & Contract after acceptance, Exhibitor forfeits all rights to assigned space and may do so only by giving notice thereof in writing sent certified mail, return receipt requested. In such event, Exhibitor will continue to be liable to EA for 50% of the total exhibit fee if the written notice of cancellation is received by EA by no later than September 9, 2024. Exhibitor shall be liable to EA for 100% of the total exhibit fee if the written notice of cancellation is received by EA between September 9, 2024, and November 7, 2024, inclusive. Because these dates are related to the Event dates and not to the date of this Application & Contract, these dates shall apply regardless of the date on which this Application & Contract is executed. This amount is considered to be liquidated and agreed upon damages, for the injuries EA will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the stall(s) reserved from availability at a time when other parties would be interested in applying for it, will cause EA to sustain damages. The provisions for liquidated and agreed upon damages have been incorporated into this Application & Contract as a valid pre-estimate of these damages. The date of the cancellation shall be the date EA receives the notice sent by the Exhibitor by certified mail, return receipt requested.

**9. Removal of Exhibitor by EA:** EA reserves the right to cancel this Application & Contract and to prohibit, close, correct, remove, or eliminate any Exhibitor or Exhibitor's exhibit or part thereof for any of the following reasons:

- the Exhibitor or the Exhibitor's exhibit (or any part thereof) in the judgement of EA detracts from the general character of the Event;
- the business or exhibition carried on by the Exhibitor or the manner of conducting the same is not as represented at the time of making this Application & Contract;
- the Exhibitor violates, or Exhibitor's exhibit is in violation of, any of the Terms & Conditions of this Application & Contract or any EA contract, the 2023 Equine Affaire Rules & Regulations and the Rules and Regulations Pertaining to Bringing Horses to Equine Affaire, or any state or federal law;
- any document presented by Exhibitor to EA shall have been determined to be false or misleading; or
- the Exhibitor or Exhibitor's exhibit or horse(s) is deemed offensive, inappropriate, or unsafe by EA. If an Exhibitor is removed under any term of this paragraph or because of a violation of any term hereof, EA shall have the right, but not obligation, to remove the exhibit and any banner, advertising matter or other property of the Exhibitor situated within or about the Exhibitor's Assigned Stall(s) and such removal shall be at the cost and expense of the Exhibitor. Exhibitor shall immediately reimburse EA for any cost or expense EA incurs in so removing Exhibitor's exhibit or portions thereof. Under such circumstances Exhibitor shall not be entitled to a refund of moneys paid to EA under the terms of this Application & Contract, and EA shall not be liable for any costs, damages or expenses resulting directly or indirectly from such removal. EA reserves the right to refuse Exhibitor permission to move in and set up an exhibit under this Application & Contract if the Exhibitor is in arrears of any payment due to EA or in arrears of any payment due to any other event managed by EA. If the Exhibitor is a party to any other contracts with EA and the Exhibitor fails to make any payment when due under this or any such other contracts (the "Defaulted Contract") EA may, at its discretion and without prior notice to the Exhibitor, reapply any or all funds paid by the Exhibitor under any contract with EA to the payment due on the Defaulted Contract. In such event EA shall promptly notify the Exhibitor of such application. In the event that such reapplication shall create a default under a contract other than the Defaulted Contract, which default is not cured within 10 days after notice to the Exhibitor, then the contract may be terminated by EA. In the event that the Application & Contract is canceled by EA under the provisions of this paragraph, the Exhibitor shall remain liable for any deficiency, loss or damage suffered by EA by reason thereof which loss, deficiency or damage the Exhibitor agrees to pay EA on demand. EA is expressly authorized (but has no obligation) to occupy or cause to be occupied or dispose of any stall(s) vacated or made available by reason of action taken under this

paragraph in such manner as it may deem best for the interest of the Event, with or without receiving any consideration therefor, without releasing the Exhibitor from any liability hereunder.

**10. No Assignment or Subletting:** Exhibitor shall not sell, transfer, assign, subcontract, apportion, or sublease to a third party his/her rights hereunder to his/her Assigned Stall(s) or any portion thereof unless written permission is given by EA. Such arrangements are absolutely prohibited and shall be deemed null and void. In the event of (a) the sale or transfer of more than 50% of the stock or other ownership interest in Exhibitor or (b) the merger or consolidation of Exhibitor where Exhibitor is not the surviving corporation, this Application & Contract shall be terminable at the option of EA within 60 days after EA receives actual notice of such event. In the event of a merger of two or more Exhibitors where this Application & Contract is not terminated by EA, EA will, upon request by Exhibitor, make its best effort to consolidate the stall(s) contracted for by the Exhibitors into one location equal to the sum of the stall(s) originally purchased by the Exhibitors when they were independent. However, in the event that is not possible, the Exhibitor that survives the merger shall be liable for exhibit stall(s) at each of the locations originally contracted for by each of the merged companies.

**11. Compliance with Laws:** Exhibitor and his agents, employees, invitees, and guests shall comply with all applicable provisions of federal, state, and municipal laws, building codes and ordinances and the rules, regulations and requirements of any government entity having jurisdiction over the Event venue. Exhibitor may be required, at the exclusive discretion of EA, to immediately cease its operations and vacate the Assigned Stall(s), if Exhibitor's exhibit operation, or the conduct of Exhibitor's agents, employees, invitees, or guests should be found to be in violation of any such rule, regulation, or requirement.

**12. Taxes:** All sales taxes, FICA, and any other taxes arising out of or in connection with Exhibitor's use of the Assigned Stall(s) are the sole responsibility of each Exhibitor.

**13. Event Cancellation:** In the event that because of war, fire, strike, government order, public catastrophe, act of God or the public enemy or other cause beyond the control of EA, the Event or any part thereof is prevented from being held, is cancelled by EA, or the Assigned Stall(s) assigned hereunder becomes unavailable, the refund of exhibit fees to the Exhibitor shall be at the discretion of EA. Exhibitor shall not have any right to an accounting, review, or audit of the financial records of EA. Any exhibitor who cancels this contract prior to any cancellation of the Event by EA shall not be entitled to any refunds paid pursuant to this paragraph.

**14. No Guarantee:** Exhibitor understands that neither EA nor its agents or representatives guarantees attendance at the Event nor any financial gain to any Exhibitor participating in the Event.

**15. Release from Liability:** Exhibitor agrees that neither EA nor the management or owners of the Eastern States Exposition, nor any of their officers, agents, employees, or other representatives shall be held accountable or liable for, and the same are hereby released from accountability and liability for, any damage, loss, harm, or injury to the person or property of the Exhibitor or of Exhibitor's officers, agents, employees, or other representatives resulting from theft, fire, water, accident, or any other cause, including negligence of EA. Exhibitor agrees to indemnify, defend, protect, hold, and save harmless EA, the Eastern States Exposition, and the agents, officers and employees of EA against and from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses of whatever kind or nature resulting or arising from any and all injuries to or death of any person, or damage to any property caused by any act, omission or neglect of Exhibitor or Exhibitor's agents, horses, employees, invitees, customers, spectators, contractors, or guests which occurs in or about the Event venue. Exhibitor agrees to use and occupy the Assigned Stall(s) at Exhibitor's own risk and hereby releases EA and its agents, officers, employees, and invitees from all claims for any damage, loss, or injury to persons or property to the full extent permitted by law occurring in or about the Event venue including, but not limited to, damages resulting from the acts of other Exhibitors, theft, vandalism, fire, and other casualty damage or damage resulting out of any defects in the premises. Exhibitor further agrees to indemnify, defend, protect, hold, and save harmless EA and the Eastern States Exposition against and from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses of whatever kind, or nature, including, but not limited to, subrogation claims by anyone having a contract of insurance with the Exhibitor, which might result from or arise out of any action or failure to act on Exhibitor's part or on the part of any of Exhibitor's officers, agents, employees, or other representatives, including but not limited to, claims of damage or loss to the Event venue, or from or out of any damage, loss, harm, or injury to the person or any property of the Exhibitor or any of the Exhibitor's officers, agents, employees, or other representatives.

**16. Insurance:** Exhibitor agrees that EA and the Eastern States Exposition will not obtain any insurance against damage, loss, harm, or injury to any person or property of the Exhibitor or any of the Exhibitor's officers, agents, employees, or other representatives and that the procuring of insurance against those risks is solely the responsibility of Exhibitor. EA strongly recommends that Exhibitor confer with his/her insurance company and procure liability insurance for the period of November 4, 2024, through November 11, 2024, and do so at Exhibitor's expense. All property of an Exhibitor is understood to remain in the Exhibitor's care, custody, and control in transit to or from and within the confines of the Equine Affaire venue.

**17. Waiver and Release of Liability Forms:** Exhibitor agrees that he/she will not permit anyone to ride or drive any horse owned by Exhibitor at the event without first (a) requiring the rider or driver to complete and sign a Waiver & Release of Liability form (provided by EA) and (b) submitting the form to the Manager of the Barn Office at the event. Exhibitor agrees that a rider/driver under the age of 18 may not "test ride" a horse for sale at the Event.

**18. Waiver of Claims:** Each of the parties hereto waives all claims for damages against the other out of the damage or destruction of property caused by the negligence of the other party to the extent that such claim/claims shall be covered by their insurance.

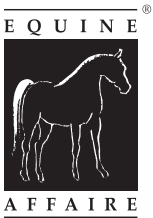
**19. Provisions and Disputes:** Each provision of this Application & Contract is declared to be separate from every other provision. If any provision is declared invalid or unenforceable, such invalidity shall not affect the other provisions within this Application & Contract which shall remain in full force and effect as if the invalid provision had not been included herein. Any matter or dispute not covered by this Application & Contract shall be resolved by EA. In the event of any dispute regarding the implementation of this Application & Contract, Exhibitor agrees to abide by the resolution, decision, or ruling adopted by EA.

**20. Consent to Venue:** Exhibitor and EA hereby consent and agree that this Application & Contract is deemed to be entered into in the State of Ohio (Madison County) and is governed by and shall be construed solely in accordance with the laws of the State of Ohio. The Exhibitor consents to the jurisdiction of the courts of the State of Ohio for the resolution of any and all disputes and claims arising out of and/or relating to this Application & Contract. However, nothing herein shall obligate EA to enforce its rights in said state if jurisdiction is proper elsewhere. The Exhibitor waives any claims it may assert as to lack of personal or subject matter jurisdiction and agrees that such jurisdiction exists in Ohio.

**21. Legal Fees & Costs:** In the event that EA is involved in any legal action with the subject Exhibitor in which it seeks to enforce any of the terms and provisions of this Application & Contract, EA shall be entitled to recover all of its reasonable costs and expenses, including reasonable costs of collection and reasonable attorney's fees from said Exhibitor.

**21. Miscellaneous:** This Application & Contract:

- Contains the entire agreement between the parties regarding the subject matter discussed herein;
- May not be modified in any matter nor may any right herein be waived except by an agreement in writing signed by a duly authorized representative of the party against whom enforcement or any waiver, change, modification, or discharge is sought;
- Shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, representatives, successors, and assigns.



# Statement of Responsibility and Hold Harmless Agreement

MA

This Statement and Release pertains to horses brought by the undersigned to Equine Affaire held at the Eastern States Exposition in W. Springfield, MA, from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_\_.

I, \_\_\_\_\_, of \_\_\_\_\_, (Name) (Address, City, State)

**certify that:**

- 1) I am the owner, or authorized representative of the owner, of all of the horse(s) listed below, and
- 2) The horse(s) listed below will remain in my full care, custody, and control or in the care, custody, and control of the individual(s) as listed below at all times that the horse(s) are at the Eastern States Exposition during Equine Affaire, and
- 3) I understand that horses may be dangerous animals and that participation in the activities of Equine Affaire involves inherent risk of serious injury, including permanent disability or death. I further understand that such risks include, but are not limited to, the following:
  - a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
  - b. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
  - c. Hazards, including, but not limited to, surface or subsurface conditions;
  - d. A collision with another equine, another animal, a person, or an object;
  - e. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person or 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.
- 4) I understand that many of the people who will attend Equine Affaire will have little, if any, knowledge of horses and the dangers they pose to people, and
- 5) I and those designated below will show good judgment in managing/handling/riding the horse(s) listed in this document and will make every effort to prevent the horse(s) from biting, kicking, or inflicting injury to any person or causing any damage to personal property or the premises of the Eastern States Exposition during Equine Affaire, and
- 6) Each horse I am bringing to Equine Affaire is in good health and free of communicable diseases and each horse is suitable for participation in an event where there will be a large number of horses and thousands of people. None of the horses listed has previously exhibited dangerous behavior.

**Further, I as the owner, or authorized representative on behalf of the owner, agree to:**

- 1) Indemnify and hold harmless Equine Affaire, Inc. and its agents, officers, and employees from and against any and all claims (including lawsuits, administrative claims and other proceedings), losses, costs, damages or expenses including, but not limited to economic loss, direct, indirect, and consequential damages and attorney fees and expenses, resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act, omission, or neglect of myself or my agents, employees, invitees, guests, or any horse listed below which result from my participation in Equine Affaire, and
- 2) Bring the horse(s) listed on this document to Equine Affaire and use the stall spaces and other facilities provided by Equine Affaire, Inc. entirely at my own risk, and
- 3) Promptly remove my horse(s) from the Eastern States Exposition at the discretion and request of the management of Equine Affaire, Inc., and
- 4) Abide by all rules and instructions of Equine Affaire, Inc. including, but not limited to, those listed in the "Rules & Regulations Pertaining to Bringing Horses to Equine Affaire".

The following horses are being brought by me for participation in Equine Affaire:

1. Name of Horse: _____	Sex: _____	Age: _____
Breed: _____	Registration Number: _____	
2. Name of Horse: _____	Sex: _____	Age: _____
Breed: _____	Registration Number: _____	
3. Name of Horse: _____	Sex: _____	Age: _____
Breed: _____	Registration Number: _____	
4. Name of Horse: _____	Sex: _____	Age: _____
Breed: _____	Registration Number: _____	

The following individuals are authorized to care for, handle, and ride the above horse(s) at Equine Affaire:

Names	Relationship and Age if Minor:	Care For/Handle:	Ride:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Any person who will be handling or riding any of the horses listed above at Equine Affaire must be listed and must sign a Waiver and Release of Liability

## 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 General Laws.

Name of Owner \_\_\_\_\_ Name of Authorized Representative (if applicable) \_\_\_\_\_

Signature of Owner or Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

If the person signing above is a minor, the parent or legal guardian must sign below and agrees to accept the responsibilities listed above for the minor.

Name of Parent or Legal Guardian \_\_\_\_\_

Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

# Rules & Regulations Pertaining to Bringing Horses to Equine Affaire

OH MA  
 Year: \_\_\_\_\_

- Only horses that are participating in Equine Affaire may be brought to the event. These will include horses participating in scheduled clinics, demos, competitions, sales, and special events as well as horses on exhibit in the Breed Pavilion, Youth Pavilion, Celebrity Horse Showcase, and Horse & Farm Exhibits areas. "Horse" is defined as any type of equine: horse, pony, donkey, mule, etc.
- Only horses that are manageable and safe to participate in a public event with large crowds and large numbers of horses may be brought to Equine Affaire.
- An Equine Affaire Statement of Responsibility and Hold Harmless Agreement must be read, completed, and signed by the horse owner or the authorized representative of the horse owner for all horses that they bring to Equine Affaire.
- These Rules & Regulations Pertaining to Bringing Horses to Equine Affaire must be read and signed by each owner or the authorized representative of the owner who brings one or more horses to Equine Affaire.
- Any horse brought to Equine Affaire must be in good health and free of communicable disease and/or illness.
- Any horse brought to the Massachusetts Equine Affaire and any horse brought from out of state to either the Ohio or California Equine Affaire must be accompanied by (a) proof of a negative result for equine infectious anemia (Coggins test) and (b) a Certificate of Veterinary Inspection (health papers.) The Coggins test result and health papers must be current and dated within the time frames specified in the relevant regulations of the state in which the event is held.
- Horse owners or their authorized representative(s) must check in either at the Barn Office or the Breed Coordinator's Office at Equine Affaire upon arrival at the event. They will be given the stall assignments for their horses after all required papers are presented and required paperwork has been read, completed and signed.
- Only those individuals signing or listed on the Statement of Responsibility and Hold Harmless Agreement are permitted to ride or handle the horses. Each of these individuals must sign an Equine Affaire "Waiver and Release of Liability." Under no circumstances will any individual grant permission to any attendee or other participant in Equine Affaire to ride any horse at the event.
- Horse owners or their representatives and agents will be responsible for cleaning up any urine or manure that their horses drop outside of their stalls and inside any buildings at Equine Affaire.
- No horse may be ridden by anyone inside of any building other than in a designated indoor clinic arena.
- No one under the age of 18 will be permitted to ride any horse at Equine Affaire without the advance written approval of Equine Affaire, Inc. Riders under the age of 18 who wish to ride at Equine Affaire must complete and submit for approval an Equine Affaire Youth Rider Application to obtain permission to ride their horses at the event.
- Each time that a horse is moved between buildings or through the inside of a building (other than the barn) at Equine Affaire there shall be one person leading the horse, one attendant walking in front of the horse clearing a path and verbally alerting the public that "a horse is coming through", and one attendant walking at the rear of the horse. Each person bringing a horse to Equine Affaire will be responsible for providing the three individuals required to move a horse through any building or any congested outdoor area at Equine Affaire.
- All participants who bring stallions will be responsible for ensuring that their horses are kept under control and behave in an acceptable manner at Equine Affaire. The owners/agents of horses that "climb stall walls" or behave in any unsuitable way in the vicinity of mares and other horses will be required to remove their horses from the event grounds.
- If a horse is deemed by the management of Equine Affaire, Inc. to be unhealthy, dangerous, or in any way inappropriate for participation in Equine Affaire, Equine Affaire, Inc. reserves the right to require the owner or owner's authorized representative to remove the horse from the facility upon request. If the behavior or actions of any person signing or listed on the Statement of Responsibility and Hold Harmless Agreement is deemed unsafe or inappropriate by the management of Equine Affaire, Inc., Equine Affaire, Inc. reserves the right to require the owner or owner's authorized representative to remove his/her horse(s) and leave the facility upon request.
- Members of the staff of Equine Affaire, Inc. will monitor the behavior of both horses and participants during Equine Affaire; all will be empowered to respond to any unsafe animal or situation and help ensure the safety of attendees, participants, and horses at Equine Affaire. All horse owners authorized representatives are asked to bring unsafe or unhealthy horses and/or situations that they see to the attention of the staff of Equine Affaire, Inc. Equine Affaire, Inc. strongly recommends that all riders at Equine Affaire wear approved safety helmets when riding at the event.
- If the owner of a horse is a minor, the parents or legal guardian of the horse owner will be responsible for ensuring compliance with these Rules & Regulations and for designating any agent needed by the owner.
- In the event that Equine Affaire, Inc. requires that a horse be removed from the event, there will be no refund of any money paid to Equine Affaire, Inc.

I have read the Rules & Regulations listed above and agree to comply with these Rules & Regulations. I understand that if I fail to comply with these Rules & Regulations that the management of Equine Affaire, Inc. may require me to remove my horse(s) from Equine Affaire.

\_\_\_\_\_  
 Name of Owner

\_\_\_\_\_  
 Name of Authorized Representative (if applicable)

\_\_\_\_\_  
 Signature of Owner or Authorized Representative

\_\_\_\_\_  
 Date

If the person signing above is a minor, the parent or legal guardian must sign below and agrees to accept the responsibilities listed above for the minor.

\_\_\_\_\_  
 Name of Parent or Legal Guardian

\_\_\_\_\_  
 Signature of Parent or Legal Guardian

\_\_\_\_\_  
 Date

Names of All Horses Brought to Equine Affaire by Owner or by authorized representative of the Owner:

_____	_____
_____	_____
_____	_____



Welcome to New England



Eastern States Exhibition, INC would like to inform all potential equine exhibitors that during 2018 it was determined that the Corona virus was located on the grounds located 1305 Memorial Ave., West Springfield, Massachusetts 01089 (hereinafter referred to as "the Fairgrounds"). More than one horse was confirmed to have contracted the Corona virus after attending a show at the Fairgrounds –during 2018. Corona virus may cause the following symptoms in equines: fever, anorexia, colic, diarrhea, and sometimes death.

Measures were taken to disinfect the Fairgrounds consistent with the recommendations of the Massachusetts State Veterinarian and Massachusetts Department of Health. There is no way to be 100% certain that the virus has been eradicated, and equines visiting the Fairgrounds may be exposed to Corona virus, as well as other infectious diseases caused by bacteria and/or viruses.

Eastern States Exhibition, INC feels it is their duty to inform you of these occurrences and the risks associated with them. If you choose to participate in any function held at the Fairgrounds, you do so with full knowledge of the past presence of Corona virus.

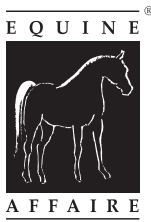
**STATEMENT OF RISK ASSOCIATED WITH INFECTIOUS DISEASE:** Infectious disease is a risk in any venue where equines come from different locations and gather in one centralized location. The Fairgrounds hosts numerous equine events throughout the year, and many equines visit and stay overnight on the Fairgrounds. An equine can be a carrier for many infectious diseases without displaying any symptoms. These carrier equines can then pass the infectious disease to other equines in close proximity to them, or sharing the same space, either at the same time or sometime in the future. Eastern States Exposition, INC has taken reasonable measures, recommended by Massachusetts authorities, to disinfect and prevent the spread of infectious disease among the Equines visiting the Fairgrounds, however, bringing an equine to the Fairgrounds is not without risk. Exposure to infectious disease can and has happened.

**ACKNOWLEDGEMENT OF RISKS:**

I, \_\_\_\_\_, acknowledge I have read the above notice and I am fully aware of the presence of Corona Virus at the Fairgrounds during the 2018 show season, as well as the possibility of the presence of other infectious diseases which have not been identified. Being fully informed, I have decided of my own free will to participate in an equine function and bring equines onto the Fairgrounds. I, the undersigned for myself, my heirs, my representatives, my assigns, and my next of kin, in consideration of being allowed to bring equines onto the Fairgrounds, do fully and forever release, waive, discharge, hold harmless, and covenant not to sue Eastern States Exhibition, INC. for any and all claims, demands, suits, loss, and causes of action arising from any injury, illness, death, loss of use, or damage of any kind suffered from bringing equines onto the Fairgrounds whether arising from the negligence of Eastern States Exhibition, INC., or otherwise, to the fullest extent of the law, including attorney's fees on appeal. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTOOD ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT. I WANT TO BRING EQUINES ONTO THE FAIRGROUNDS.

Sign and date: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner/Trainer

*Since 1916*



# Waiver and Release of Liability

MA

In consideration of my permission to participate in Equine Affaire, I expressly agree and contract on behalf of myself, my heirs, executors, administrators, successors and assigns, that Equine Affaire, Inc. and its employees, officers, directors, representatives, agents, and affiliated entities (hereinafter "Equine Affaire, Inc."), shall not be liable for any damages arising from personal injuries (including death) sustained by me or damage to property, as a result of my participation in Equine Affaire, regardless of whether such injuries result, in whole or in part, from the negligence of Equine Affaire, Inc.

By the execution of this Agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, whether foreseen or unforeseen, and I hereby fully and forever release and discharge Equine Affaire, Inc., its employees, officers, directors, representatives, agents, and affiliated entities, from any and all claims, demands, damages, rights of action, causes of action, or costs, present or future, whether the same be known or unknown, anticipated, or unanticipated, whether under tort or other civil liability, resulting from or arising out of my participation in Equine Affaire.

I expressly agree to indemnify and hold Equine Affaire, Inc. harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I agree to be solely responsible for my safety and well being. I understand that Equine Affaire, Inc. does not provide any supervision, instruction or assistance relative to my participation in Equine Affaire.

I agree to comply with any and all rules imposed by Equine Affaire, Inc. regarding participation in Equine Affaire including, but not limited to, those rules as specified in the "Rules and Regulations Pertaining to Bringing Horses to Equine Affaire" which have been provided to me. I agree to conduct myself in a controlled and reasonable manner at all times.

I understand that participation in the activities of Equine Affaire involves inherent risk of serious injury, including permanent disability or death. I further understand that such risks include, but are not limited to, the following:

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
2. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Hazards, including, but not limited to, surface or subsurface conditions;
4. A collision with another equine, another animal, a person, or an object;
5. The potential of an equine activity participant 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.

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## 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 General Laws.**

I have read the foregoing waiver and release of liability and voluntarily executed this document with full knowledge of its content.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**\*\*\*IF PARTICIPANT IS A MINOR OR UNDER EIGHTEEN (18) YEARS OF AGE, THIS WAIVER AND RELEASE MUST ALSO BE SIGNED BELOW BY THEIR PARENT, GUARDIAN, CUSTODIAN OR LEGAL REPRESENTATIVE \*\*\***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date