ENDURANCE RIDE ASSOCIATION OF SOUTH AFRICA
INDEMNITY, VOLUNTARY ACCEPTANCE OF RISK, CONSENT TO TESTING FOR PROHIBITED SUBSTANCES AND EMERGENCY VETERINARY/MEDICAL TREATMENT
(hereinafter referred to as the "Indemnity"

I, the undersigned

(Full names and surname **(First Name)**

(Identity number) **(ERASA Club number**

Confirm that I am aware of, understand the risks (in the broadest sense) attendant upon the sport of endurance horse riding. I confirm that I know and understand the contents of this document and that I am fully bound thereto.

1. I confirm that I have read, understand and accept the Constitution and Rules of ERASA, as amended, and that compliance with these rules is a fundamental prerequisite to participation in this Ride. I agree to abide by and adhere to the Constitution and Rules of ERASA, the specific regulations applicable to the Ride as published by the Organisers in the official programme and/or the ride information and/or any additional documents made available by the Organisers, and all announcements made at the ride briefing.

2. I acknowledge, understand that neither ERASA, nor any member of its management, nor the Union or the club involved, any member, official, employee, sponsor, veterinarian and/or appointee, the owner of the land (jointly or severally referred to as the "Indemnified Parties") will be liable or accountable, in whatever way, for any injury, death or other loss or damage to myself, my property, my family, my heirs and successors to title which might arise from my participation in, involvement with and/or presence at the endurance ride.

3. I herewith accept all risks attendant with the aforementioned ride in relation to any harm, injury, damage or death which might befall me whilst participating or being involved in or being present at this endurance ride, including all risks (in the broadest sense) related thereto, whether foreseeable or unforeseeable.

4. I hereby indemnify, hold harmless the Indemnified Parties against any claim by me, my family my estate, my heirs or successors to title, which could lead from my entry for, presence at, involvement and/or participation in the aforementioned endurance ride

5. I understand that the terms and conditions hereof are contractually binding and that, in signing this, I, my family, my estate, my heirs or successors to title, cannot institute any claim of whatever nature against the Indemnified Parties, which fact I voluntarily accept.

6. I hereby also irrevocably consent to the testing of the horse which is described on my entry form for this ride, for the presence of the prohibited substances which are listed on the Equine Prohibited Substances List of the Federation Equestre Internationale (FEI), as amended, and as available on the FEI website, for purposes of doping and medication control and for the protection of horses.

6.1 I acknowledge, understand and accept that the testing will be conducted by means of blood sampling, urine sampling or any other sample that may be required on instruction of the president of the veterinary commission and/or chief veterinarian officiating at this endurance ride and that any such sample collected by the designated veterinarian at this endurance ride will be consigned to the laboratory of the National Horseracing Authority of South Africa (NHA), as a fully independent and objective institution.

6.2 I accept that all such samples will be processed by the Laboratory of the NHA in accordance with its internal protocols and standard operating procedures.

6.3 I accept that, in the event that a sample collected from the horse which is described on my entry form for this ride tests positive for any substance listed on the Prohibited Substances List, I will be subject to disciplinary action taken by ERASA and that I will be liable for any costs incurred due to the analysis of the "B" sample (if the analysis of the "B" sample was requested by me in accordance with the ERASA rules), as well as the costs of any further tests deemed necessary and requested by myself, for the completion of this matter.

6.4 I acknowledge that any sample collected during the course of this endurance ride for purposes of anti-doping and medication control of horses, as well as any equipment, apparatus, product, substance, etc confiscated as evidence at this endurance ride is regarded as the property of ERASA.

7. I accept the responsibility for any and all costs related to the veterinary treatment and/or farriery of my horse at this endurance ride, as well as for costs related for any medical treatment of myself or my under-aged child, and to settle any such account myself.

7.1 I agree that the treating veterinarian has the right to administer to my horse any treatment that he/she in his/her opinion regards as essential life saving treatment and that I may not refuse such treatment and that I will pay any costs related to such treatment.

7.2 I accept and agree that the veterinary treatment facility does not provide 24-hour per day monitoring of patients. Should I wish to have my horse monitored 24 hours per day whilst under treatment, I will make arrangements with the treating veterinarian in this regard.

7.3 I accept that there is some degree of risk attached to any veterinary medical or surgical procedure or treatment, and I hereby indemnity and absolve the veterinarians, supporting staff and this facility from all actions or liability, arising directly or indirectly from veterinary treatment/anaesthesia/surgery. I have arranged appropriate insurance cover for any loss or damages of whatsoever nature that may arise from this, alternatively, I accept that I self-insure for any loss or damages.

7.4 I also agree that, should I not provide the contact details for medical emergency transport on the entry form or otherwise to the Organisers, I herewith authorise and give full power to the medical staff and/or the officials of the ride to act on my behalf and that I accept full responsibility for the costs resulting from this.

8. I further confirm that, where I am the rider but not the owner of the horse, I have full authorisation to legally bind the owner of the horse to the terms and conditions as contained herein.

WHEREFORE
I hereby indemnify the Indemnified Parties as referred to above of any and all liability and responsibility whatsoever for personal injury, death, damage to goods, negligent death caused in any way, including but not limited to the negligence of the Indemnified Parties, whether passive or not, leading from my participation (or the participation of the aforementioned under-aged child) in this endurance ride.

(delete the following paragraph if it is not applicable, and initial the deletion)
I acknowledge that I sign this document as legal guardian of the under-aged child

(Full names and surname **(First Name)**

(Identity number) **(ERASA Club number**

I confirm that:

1. I am familiar with the inherent risks (in the broadest sense) attendant upon the sport of endurance riding and that I have explained this to my ward.
2. I am familiar with and understand the content of this Indemnity and
3. I accept the aforementioned risks on his/her behalf and that by signing this indemnity, that I am indeed the legal guardian of the aforementioned wared and therefore authorised to sign this indemnity.

Thus done and signed on this **Day of** **20 ……**

Signature of Rider **Signature of guardian (if applicable**