



2023 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, or with INVALID SIGNATURES must be resubmitted and is subject to a \$5.00 RETURN FEE.

This box to be Completed by Club/Center Official:

Club/Center Name
Region Name
Previous Club/Center (if transferring)
Certification (if renewing)
Submitted by
Submitter Phone/E-mail

NOTE: USPC MEMBERSHIP DUES ARE NON-REFUNDABLE

Please check all that apply; FEES ARE FOR NATIONAL DUES ONLY.

- \$155 New Member for 2023.
\$135 Early Renewal Member for 2023, discount if postmarked or paid on or before 11/15/22.
\$145 Regular Renewal for 2023, postmarked or paid after 11/15/22.
Transfer No charge if current member. If not current, the member must select a renewal option.
\$200 Prorated New Member joining between 09/01/22 and 12/31/22 for the remainder of 2022 & all of 2023.
\$180 Prorated Renewal rejoining between 09/01/22 and 12/31/22 for the remainder of 2022 & all of 2023.
\$195 National Member for 2023. (Must be at least 18 yrs & have achieved a C-2 HM Certification. One-time letter of recommendation required from DC, CA or RS.)

MEMBER INFORMATION

To be completed by Applicant or Parent/Legal Guardian:

Gender M F Birth Date MM/DD/YYYY Join Date (Unless Renewing)
Name LAST+SUFFIX (IF APPLICABLE) FIRST MIDDLE PREFERRED (IF DIFFERENT FROM FIRST)
Mailing Address P.O. BOX/STREET CITY STATE ZIP + 4 (IF KNOWN)
Phone Nos HOME MOBILE E-mail
2023 Memberships? USEA USDF USEF USHJA MFHA AQHA FFA 4-H IEA APA WDA Other Nat'l Orgs.
USPC ALUMNI please provide the following information GRADUATE CLUB/CENTER CERTIFICATION MAIDEN NAME

CONTACT INFORMATION FOR MEMBERS: PRIMARY PARENT/LEGAL GUARDIAN* SPOUSE EMERGENCY CONTACT

*If member is under the age of majority in their state of residency, parent/guardian information is required. If address or phone is different, please attach separately.

Name PRIM. LAST+SUFFIX (IF APPLICABLE) FIRST MIDDLE USPC Alumnus? CHECK TO INDICATE YES
Phone Nos MOBILE WORK E-mail
Name ADDL. LAST+SUFFIX (IF APPLICABLE) FIRST MIDDLE USPC Alumnus? CHECK TO INDICATE YES
Phone Nos MOBILE WORK E-mail

MAILING ADDRESS OPT OUT I 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.

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 submitted, and that all terms therein have been understood and accepted. 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 MM/DD/YYYY
REQUIRED IF APPLICANT IS OF OR GREATER THAN THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.
ORIGINAL SIGNATURE OF APPLICANT'S PARENT OR LEGAL GUARDIAN MM/DD/YYYY
REQUIRED IF APPLICANT IS UNDER THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE.

THE UNITED STATES PONY CLUBS, INC.
RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

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, sickness and disease (including communicable diseases), 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, 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, its 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, I 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 through 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 through 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/my child's 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. REQUIRED, all signatures must be originals, not photocopies.

_____ ORIGINAL SIGNATURE OF USPC MEMBER APPLICANT REQUIRED IF APPLICANT IS OF OR GREATER THAN THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE	OR	_____ ORIGINAL SIGNATURE OF APPLICANT'S PARENT OR LEGAL GUARDIAN REQUIRED IF APPLICANT IS UNDER THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE
The United States Pony Clubs, Inc. 4041 Iron Works Pkwy Lexington, KY 40511-8483 REVISED 07/2022	ONE COPY FOR CLUB/CENTER RECORDS ONE COPY TO REGION ORIGINAL TO NATIONAL OFFICE	Phone: (859) 254-7669 (PONY) Fax: (859) 233-4652 E-mail: memberservices@ponyclub.org PAGE 2 OF 4