

**NEW Dressage Association, Inc.**

**JUDGE’S CONTRACT**

This agreement is between the **(*Chapter name*) Chapter** of the NEW Dressage Association, Inc. (**NEWDA**) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**hereafter referred to as the (**Clinician**).

The **(*Chapter name*) Chapter** of **NEWDA** is contracting the services of the Clinician for a clinic scheduled to be held

 on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereby called (**the Event sponsor**).

**FEES**

The clinician will be paid\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per day spent teaching at the above-named event grounds. The fees will be paid upon the successful completion of the Clinicians duties and responsibilities under this agreement. **The Clinic day will include \_\_\_\_\_\_\_ rides a day for \_\_\_\_\_\_\_ days, a 15 minute break in the morning and afternoon, and a 30 minute lunch.**

**Independent Contractor**

Both parties understand that the Clinician is an independent contractor and is not to be considered an employee of NEWDA. Accordingly, NEWDA will not withhold federal, state, or FICA taxes from the Clinician’s compensation. The Clinician will be required to submit a W-9 form prior to payment and will be issued a 1099 for the paid contracted services.

**Transportation**

\_\_\_\_\_**NEWDA** (***Chapter name***) will provide the clinician one round-trip, lowest coach airfare ticket from the major airport closest to the clinician’s hometown to the closest airport available. If the clinician elects to drive to the clinic, the clinician will be compensated at the rate of **\_\_\_\_\_\_\_\_\_\_\_** per mile up to the cost of the least expensive coach round-trip airfare ticket as described above. NEWDA reserves the right to reimburse the least expensive transportation for the Clinician for participation in the contracted Clinic.

\_\_\_\_\_ Ground transportation will be arranged with the clinician and the NEWDA to and from the airport, hotel, and clinic grounds.

\_\_\_\_\_ Airport parking will be compensated for the time period of the dates of the Clinic.

**Lodging**

**NEWDA (*Chapter name*)** will provide the accommodations the night preceding the first day of clinic assignment and through the last day of the assignment, if required and requested. The NEWDA will contact the Clinician to make arrangements for reservations.

**Meals**

Meals will either be provided by **NEWDA (*Chapter name*)** or will be reimbursed up to a per diem of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **($Rate).**

**Cancellation**

**NEWDA (*Chapter name*)** reserves the right to cancel or terminate this agreement by notifying the clinician in writing of such cancellation or termination within sixty (60) days in advance of the show date. In the event of cancellation or termination of this agreement, the clinician shall not be entitled to any compensation. In the event the Clinician cancels less than ten (10) days prior to the event, the clinician agrees to reimburse NEWDA for all non-refundable expenses paid by NEWDA.

**Release**

1. **Acknowledgement of Inherent Risks of Equine Activities/Assumption of Risks.** The clinician acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to:* (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine’s reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (3) the potential of member or other participant to act in a negligent manner that may contribute to injury to the member or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may cause injury or harm to the rider or other persons or animals in the vicinity. *The clinician is not relying on the Event Sponsor to list within this document all possible inherent risks or all risks of participating in any of the Activities at any location.*
2. **Waiver and Release of Liability.** With full knowledge and appreciation of these and other inherent risks associated with equine activities, the clinician freely and voluntarily assumes the risks of equine activities involved in any aspect of them. In this connection, the clinician also voluntarily agrees to waive any and all rights to sue and herby release **NEWDA (*Chapter name*)**  and the **Event Sponsor** from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by **NEWDA (*Chapter name*)** or the **Event Sponsor**. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither the clinician nor anyone accompanying the clinician shall make any claim against, maintain an action against, or recover from the Event Sponsor or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury loss, damage or death of the clinician or to the clinician’s personal property (regardless of ordinary negligence by the Event Sponsor or regardless of an alleged violation of an applicable equine activity liability law.) The clinician recognizes and understands there is no workman’s compensation insurance provided by **NEWDA (*Chapter name*)** as part of this agreement.

**Notice: A person who is engaged for compensation in the rental of equines or equine equipment or tack or in the instruction of a person in the riding or driving of an equine or in being a passenger upon an equine is not liable for the injury or death of a person involved in equine activities result from the inherent risks of equine activities, as defined in section 895.481(1)(e) of the Wisconsin Statutes.**

Clinician’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Clinician: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In Case of emergency, contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NEWDA (*Chapter name*) Member’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of NEWDA (*Chapter name*) Member: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NEWDA (*Chapter name*) member’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please sign and return one (1) copy of this contract along with one (1) copy of your completed W-9 form to the NEWDA (*chapter name*) member’s address.**