

LIABILITY RELEASE FORM

**9920 E 137th Street
Kansas City, MO 64149**

**Telephone: 816-966-1161
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1. AGREEMENT, SCOPE AND TERRITORY AND DEFINITIONS-This agreement shall be legally binding upon me the registered rider, and the parents legal guardian thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives: and it shall be interpreted according to the laws of Missouri. Any dispute by the rider shall be litigated in and venue shall be in the county or district where stable is located. If any clause, phrase or word in the release is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "Equine Activity" or Horseback riding" shall be used interchangeably, and as used herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", and "MY" shall herein refer to the above registered rider and the parents or legal guardian thereof if a minor.

2. NATURE OF STABLE HORSES- I ACKNOWLEDGE AND UNDERSTAND THAT: No horse is a completely safe horse; Horses are larger, more powerful, and faster than a human. If a rider falls from horse the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and may stop short, Change directions or speed at will, buck, rear, kick, bite, or run from danger.

3. RIDER RESPONSIBILITY- I UNDERSTAND THAT: Upon mounting a horse and taking up the reins I am in primary control of the horse. My safety largely depends upon my ability to carry out simple instruction, and my ability to remain balanced aboard the moving animal. I/WE agree that I shall be responsible for my own safety and that of an unborn child if the rider is pregnant. I have been advised that pregnant women should not ride horses unless permission is given under advice of her physician.

4. CONDITION OF NATURE-I UNDERSTAND THAT: The host stable and/or group sponsor is NOT responsible for total or partial acts, occurrences or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES: Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, fly near, or bite, sting a horse or person and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and man-made changes in landscape.

5. CARRY-ON OBJECTS AND SHARP NOISES- I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce or make sharp noises, possibly scaring a horse. SOME EXAMPLES: Cameras, hats not securely fastened under chin, toys and purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

6. SADDLE GIRTHS-NATURAL LOOSENING: I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the nearest instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal. If riding unsupervised, RIDER is fully responsible for maintaining proper fit of tack.

7. LIABILITY RELEASE-In consideration of my participation in this activity, under the terms set forth herein, I the rider and the parent or legal guardian thereof if a minor, do agree to hold harmless and release stable, its agents, employees, officers, members, premises owners, insurers, and affiliated organization from legal liability due to any act of ordinary negligence, commission or omission; and I do further agree that except in the event of gross and willful negligence, I shall bring no claims, demands, actions and causes of action and or litigation against the above stated for any economic and non-

economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to participation in equine activities on the STABLE premises.

8. I ACKNOWLEDE THAT: I have been advised to wear a safety helmet at all times when participating in equine activities, and that I:

_____ Will provide my own safety helmet at all times.

_____ Decline to wear a safety helmet, acknowledging the potential for serious head injury during my participation in equine activities on the premises.

9. Lesson Agreement: I agree to pay each lesson/package/camp on the start date of each lesson/package/camp. I agree that I am responsible to pay my lesson in full if I do not cancel within 48 hours of lesson.

10. Package purchase: I agree once a package has been purchased I will use it within 8 weeks of purchase date. If I chose not to use all lessons purchased in my package I forfeit the package price in its entirety.

11. Safety Video: I have watched provided video and understand the importance of safety helmets. 18 and under are required by law to wear a helmet. If I am over 18 and refuse a helmet I do so under my own risk.

WARNING:

Under Missouri 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 the revised statutes of Missouri, RSMO 537.325.

Signer Statement of Awareness

I/We the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk.

I/We further attest that all facts relating to the applicants physical condition, experience, and age true and accurate.

Signature of Rider

Date

Riders Name (PRINT)

Phone #

Address

City

State

Zip

Signature of BOTH of riders parents/Guardians required if minor less than 18 years old

Parent/Guardian Name (PRINT)

Signature

Date:

Parent/Guardian Name (PRINT)

Signature

Date:

By my signature above, I certify that I am the legal guardian of Rider, and that I am legally entitled to execute this document on behalf of the Rider if a minor.

RECEIVED COPY OF STABLE RULES

Boarder _____

Date _____