



Horseback Riding Waiver

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN THE CASE OF INJURY, DEATH, OR PROPERTY DAMAGES FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE, IT'S OWNER, EMPLOYEES, AND AGENTS ("THE RELEASEES"). THIS RELEASE IS MADE PURSUANT TO KANSAS CHAPTER 290 HOUSE BILL No. 2222.

WARNING

Under Kansas Law, there is no liability for an injury to or death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity.

I, _____, on behalf of myself and my minor child _____,
who reside at _____, in _____,
[Street Address] [City] [State]

[Zip]

In consideration for allowing me (and/or my minor child) to handle and ride a horse and on behalf of myself, my child, and out personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse or mule may, without warning or an apparent cause, buck, stumble, trip, roll, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause a rider to fall or be jolted, resulting in injury or death.
2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. Acknowledge and willingly assume and accept full responsibility for all risk to personal safety and welfare including danger of injury or death inherent in the handling or riding of the horse, use of saddles, bridles, equipment, and gear provided to me by the Releases'.
4. Release, discharge and promise not to sue the Releases' for any loss, damage, injury (including death) or cost to me or my child's person or property arising out of riding or handling a horse, or use of saddles, bridles, equipment or gear provided by the Releases'.
5. Release the Releases' from any claim that such Releases' were negligent in connection with me or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjusting of saddles or bridles, instruction on riding skills or leading and supervising riders, which resulted in loss, damage, injury, or both.
6. Indemnify, and save and hold harmless the Releases' from and against any loss liability, damage or cost they may incur arising out of or in any way connected with either me or my child's handling or riding the horse and/or us of any saddles, bridles, equipment or gear provided therewith resulting from or contributed to by my own negligence.

7. Expressly agree that the foregoing release and assumption of risk, and indemnity agreement is governed by the laws of the State of Kansas and is intended to be as broad and inclusive as is permitted by Kansas Law, and that in the even any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. This Agreement does not release or waive Releases' liability or assume the risk of or indemnify Releases' from grossly negligent willful, wanton or intentional acts or omissions of Releases'.

9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Releases' for any injury or damage in breach of this contract, I will pay all attorneys' fees and costs incurred by the Releases' in defending such an action

10. IT IS REQUIRED BY PRAIRIE STAR RANCH THAT ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.

I (and for my child) understand that it is required to wear a helmet (please initial here): _____

11. If the person who is to enter into this Agreement is under eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.

I have read this document. I understand it as a promise not to sue and to release the stable, its owners, employees and agents, for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releases allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

DATE

SIGNATURE

This Risk Release Form Approved for General Use by the American Equestrian Alliance – AEAR101 (11/18/99)