

Release of Liability

UNDER MISSOURI LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO, OR DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

RELEASE AND INDEMNITY AGREEMENT

In consideration of the acceptance of my participation and/or the participation of my child or ward in preparation for horse showing, or the participation in showing I understand that the horse may be startled by sudden movement, noise, or other factors, even intentional other factors which are designed to make the horse "bright" such as fireworks, bags, or other noisemakers, and the animal may suddenly shy, rear, stop short, bite, buck, kick, or run with it's rider. **I AGREE TO ASSUME THE RISKS** in participation including but not limited to, those risks set out above and, on my own behalf, or on the behalf of my child or ward, and on behalf of my child's or ward's heirs, executors and administrators, **RELEASE** and forever discharge the released parties defined below, of and from all liabilities, claims, actions, damages, costs, or expenses of any nature, arising out of or in any way connected with my participation and/or the participation of my child or ward in horseback riding or horse show activities, and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims actions, damages, costs or expenses including but not limited to attorney's fees and disbursements.

The released parties are **FIRST MISSOURI STATE FQHR AFFILIATE AND FISCHER STABLES AT KAY TRAIL**, their parent, related, affiliated, and subsidiary companies, and their officers, directors, employees, agents, representatives, successors and assigns of each. I understand that the release and indemnity agreement includes and claims based upon negligence, gross negligence, actions or inactions of any of the above released parties and covers bodily injury, death, and property damage whether suffered by me, my child or ward, or my property, before, during or after such participation in any equine activity.

I understand and it is my intention by executing this agreement to relieve **FIRST MISSOURI STATE FQHR AFFILIATE AND FISCHER STABLES AT THE KATY TRAIL, SEDALIA, MO.** from any and all liability, from negligence in whole or in part. This would include sole negligence, joint negligence with other, and any combination of negligence.

I am aware of the risks and dangers involved in horseback riding and that unanticipated and unexpected dangers may arise, particularly in preparing and showing horses. I expressly assume all risks of injury to my person, that of my child or ward, and property that may be sustained as a result.

I represent and certify that I am of age and that if I am under the age of eighteen (18) years, I represent and certify that I have the permission of my parents and/or guardian to participate in equine activities as evidenced by their signature on this document as well as my own.

I HAVE READ AND UNDERSTAND THE ABOVE AND AGREE TO ALL TERMS SET FORTH ABOVE.

Print Name _____ Signature _____ Date _____