

Wild Rose Equine Center
PLEASE READ AND UNDERSTAND BEFORE SIGNING
RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT

Notice- By signing the attached document you may be waiving certain legal rights, including the right to sue.

1) **TO WAIVE ALL CLAIMS** that they have or may have against the Wild Rose Equine Center arising out of the participant's participation in the programs or the use of any equipment provided by Wild Rose Equine Center. As used herein, the term "Equipment" shall include equine animals. The participant and his/her parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of Wild Rose Equine Center, its owners, affiliates, operators, employees, agents and officers, to the fullest extent permitted by law. However, nothing in this agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;

2) **TO ASSUME ALL RISKS** of participating in the programs and using the equipment, even those caused by **negligent** acts or conducts of Wild Rose Equine Center, its owners, affiliates, operators, employees, agents, and officers. The participant and his/her parents or legal guardian(s) understand that there are inherent risks of participating in the programs and using the equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3) **TO RELEASE** Wild Rose Equine Center, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the participant (or his/her next of kin) may suffer, arising out of his/her participation in the programs and use of the equipment, including while receiving instruction and/or training; and

4) **TO INDEMNIFY** the Wild Rose Equine Center, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the participant (or his/her next of kin) may suffer, arising out of participation in programs and use of the equipment.

Photography/Videography Release

Participant hereby grants to Wild Rose Equine Center, its representatives, and employees the right to take **photographs and video of participant** in connection with participant's participation in the programs. Participant hereby agrees that the Wild Rose Equine Center may use such photographs and video of participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Equine Warning

WARNING

Under Missouri law, an equine professional is not liable for any 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.

Personal Responsibility

-The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the programs and that he/she is not participating against medical advice.

-If helmets are recommended for use while participating in the programs, and participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

-The Participant understands that his/her participation in the programs is voluntary and further understands that he/she has the opportunity to inspect the Wild Rose Equine Center's equipment and location before any participation.

-The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise *common sense* and by being aware of his/her surroundings.

-If, while participating in the programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the programs and immediately bringing said hazard to the attention of the Host.

-I, Parent/ legal guardian, hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense and good judgment*.

_____ YES I understand helmets are available and choose to use the helmet furnished by Wild Rose Equine Center or to bring a suitable riding helmet of my own to use while riding at the Wild Rose Equine Center.

_____ NO I choose not to use a helmet while riding at Wild Rose Equine Center.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the agreement shall remain binding and available for use by Wild Rose Equine Center and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Phone: _____

Email: _____