

RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE

By this agreement, made and entered this _____ d a y of _____, 20____ by and between _____, who resides at _____, hereinafter referred to as "I", and KRAUS FARMS, INC. at 333Hillsboro Rd. High Ridge, MO 63049, hereinafter referred to as "THIS STABLE".

IT IS HEREBY AGREED TO AS FOLLOWS:

1. That I, the undersigned, do for myself or on behalf of my child or legal ward, hereby voluntarily request to participate in riding instruction as a student at **THIS STABLE**, and that student will either ride his or her own horse, or school horses provided by **THIS STABLE** for Instructional purpose.

2. That in the last two years student has ridden horses (write student's name or names beside appropriate riding time.):

- Less than 10 Hours Student's Name: _____
- 10 to 20 Hours Student's Name: _____
- 20 Hours or More Student's Name: _____

3. That parent or guardian and student understand that horses are unpredictable by nature; that when frightened or angry or under stress, a horse's natural Instincts are to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up In front, or to bite; that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will be generally from 3.1/2 to 5.1/2 feet. I understand these risks, and I voluntarily assume these risks and dangers.

4. That parent or guardian and student understands that upon mounting the horse and taking up the reins the student is in primary control of the horse and that **THIS STABLE** is not responsible for the results of the student's actions or inactions. The student further agrees to not abuse, misuse or deliberately agitate the horse as these actions may result in increased risk to himself and others

5. That I have been advised that students should purchase and wear a helmet or hard hat and to wear it in and around **THE STABLE** so as to prevent horse related injuries.

6. **LIABILITY RELEASE: That I understand that, except in the event of THIS STABLE's want on and willful negligence, I am responsible for bodily injury or property damage which I or my child or legal ward should sustain on THIS STABLE's premises and/or trails and/or while riding a horse, and/or while in transit to or at horse show, trail rides, or similar expeditions, and for any time I or my child or legal ward shall lose from employment or school or other activity, and for medical expenses or any other expenses incurred because of such bodily injury or property damage.**

In consideration of being permitted to participate in all aspects of equine activity including but not limited to lessons, boarding, or riding, I understand that except for an intentional tort or gross negligence, I for myself or my legal ward, charge, person for whom I am legally responsible, and personal property as well as personal representatives, my heirs, administrators and assigns, release, waive, discharge and covenant not to sue this stable and any of its officers, agents, servants, or employees, from all liability, all claims, all demands, all actions, and all causes of action, now or in the future, sustained by my person, or that of my child or ward, charge, person for whom I am legally responsible, and or property caused by the negligence of this stable.

The undersigned hereby expressly agrees that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the state of Missouri and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I further state that I have carefully read the foregoing General Release, know the contents thereof and have signed the General Release as my own free act on behalf of myself and my personal representatives, heirs, administrators and assigns as well as my child or ward, charge, person for whom I am legally responsible, and or property.

7. That the student Is currently covered by accident medical insurance and will remain insured for the duration of all riding instruction at THIS STABLE

Name of insurance company is _____ Policy number is _____
That I further understand that should medical emergency treatment be required, the current insurance information here listed will be provided to the attending clinic or hospital to cover future payment of Incurred bills.

8. That this agreement is entered into in the state of Missouri and will be interpreted and enforced under the laws of this state.

9. Upon the signing of this agreement, student acknowledges that he/she has read and agrees to be bound to THIS STABLE's rules attached as Exhibit "B" and Incorporated herein by this reference.

10. **In order to be in the Kraus Farms Summer Camp and/or lesson program individual must possess the ability to follow and execute oral instructions.**

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND OF SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING

AGREEMENT AND RELEASE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT THIS DATE.

FULL NAME(s) OF STUDENT RIDER(s) IF UNDER AGE OR GUARDIANSHIP.

1. _____ AGE: _____
2. _____ AGE: _____
3. _____ AGE: _____
4. _____ AGE: _____

Listed on reverse side are the details of any allergies, ailments or handicap a student may have, and of which **THIS STABLE** should be aware.

STUDENT SIGNATURE: _____ DATE: _____

FULL ADDRESS: _____

HOME PHONE: _____ OTHER PHONE: _____

Parent/Legal Guardian signature required for all assistants under the age of 18.

PARENT/GUARDIAN SIGNATURE: _____

WARNING

Under Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri.

FOR MORE INFORMATION CONTACT MISSOURI EQUINE COUNCIL

RIDER NAME _____
PARENT OR GUARDIAN SIGNATURE _____
DATE _____ DATE OF CAMP _____

