

## ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, \_\_\_\_\_, of \_\_\_\_\_  
(Client, Parent, or Guardian) (Address)

(herein after referred to as "Rider," a term that includes the parent or legally appointed guardian of the Rider, if the Rider is a minor), am freely and voluntarily seeking to participate in horseback riding classes or other activities at the Moran Family Stables, LLC, located at 10437 SW 53<sup>rd</sup> Street, Topeka, KS 66610 (herein after referred to as "Class"). Classes and/or other activities may be produced and sponsored by Chris or Kim Moran, property owners, business owners, managers, and Moran Family Stables, LLC, instructors, trainers, and \_\_\_\_\_ (hereinafter referred to as "Class Sponsors"). Rider acknowledges that he or she has no property or other right to participate in activities and that the Rider can participate only with the consent of the Class Sponsors.

In consideration of the Class Sponsors allowing the Rider to participate in the activities, Rider agrees as follows:

- Inherent Risks of Equine Activities/Assumption of Risks.** Rider acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Class. The inherent risks include those dangers and conditions that are an integral part of equine activities, including but not limited to: (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other Rider to act in a negligent manner that may contribute to injury to the Rider, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may suffer injury or lose its footing or balance resulting in a fall or other movement that causes injury or harm to the rider or other persons or animals in the vicinity. **Rider is not relying on the Class Sponsor to list all possible inherent risks or all risks of participants in the Class.**
- Waiver and Release of Liability.** With full knowledge and appreciate of these and other inherent risks of equine activities, the Rider freely and voluntarily assumes the risks of the equine activities involved in any aspect of the Class. In this connection, the Rider also voluntarily agrees to waive any and all rights to sue and hereby releases the Class Sponsors from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Class, or resulting from any action or inaction by the Class Sponsors. This waiver and release shall be effective even if the injury, death, or damage to the person or property is caused by or contributed to by actions or failure to act of the Class Sponsors who were negligent or in violation of any applicable law pertaining to equine activities. Neither Rider nor Rider's representatives shall make any claim against, maintain an action against, or recover from the Class Sponsors, promoters, producers, directors, officers, employees, agents, volunteers, representatives, designated officers, or others acting on their behalf for injury, loss, damage, or death of the Rider, or Rider's horse or personal property (regardless of whether the Class Sponsor was negligent or somehow violated an applicable law pertaining to equine activities).

MORAN FAMILY STABLES, LLC

10437 SW 53<sup>rd</sup> Street, Topeka, KS 66610

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- 3. **Indemnification.** Rider hereby agrees to indemnify and hold harmless the Class Sponsors from any liability, claim, loss, action, or expense asserted against or incurred by the Class Sponsor for damages arising out of the actions or inactions of the Rider and Rider’s employees, agents, representatives, trainers, animals, independent contractors, or others acting on their behalf. The term “expenses” shall include, but not be limited to: attorney fees, court costs, investigation costs, and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision.
- 4. **Use of Photographs or Videotapes.** Rider hereby irrevocably grants full permission for the Class Sponsor, or others affiliated with and authorized by the Class Sponsors, to use and publish photographs or video taken of the Rider at the Class, even if such use and publication is for commercial or promotional purposes.
- 5. **Miscellaneous.** Contestant agrees that this **Assumption of Risk, Waiver, and Release of Liability** shall be enforced to the greatest extent permitted by the law. If any clause of this **Assumption of Risk, Waiver, and Release of Liability** conflicts with applicable law, only that clause will be null and void, but the remainder shall stay in full force and effect. Should Rider (or others on behalf of the Rider) file a lawsuit in breach of this Assumption of Risk, Waiver, and Release of Liability, Rider (or others on behalf of the Rider) agree to pay all attorney fees, court costs, and other costs incurred by Class Sponsor.

**WARNING**

**Kansas Statement of Inherent Risks:**

Inherent risks of domestic animal activities include, but shall not be limited to:

- (1) The propensity of a domestic animal to behave in ways (e.g., running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on) that may result in an injury, harm, or death to persons on or around them;
- (2) The unpredictability of a domestic animal’s reaction to such things as sounds, sudden movements, and unfamiliar objects, persons, or other animals;
- (3) Certain hazards such as surface and subsurface conditions;
- (4) Collisions with other domestic animals or objects; and
- (5) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant’s activity.

**I have read this assumption of risk, waiver, and release of liability. I understand it, and I agree to be fully bound by its terms.**

Signature of Rider: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
(If rider is under 18)

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_