

## LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT

### UNDER THE MISSOURI LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI.

**Witness this agreement** on this \_\_\_\_\_ day of \_\_\_\_\_ of 201\_\_\_\_, by and among LionHeart Riding Academy (LHRA), Fairview Farms (FF), and/or Karen Coup and Katharine Coup, and \_\_\_\_\_ (Rider). For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of LionHeart Riding Academy, Fairview Farms and the property belonging to Karen Coup, Rider, his or her heirs, assigns, and representatives, hereby agrees as follows:

**1. INHERENT RISKS AND ASSUMPTION OF RISKS.** Rider acknowledges the inherent risks of accidents and injuries to person and property in all horse-related activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equine to behave in unpredictable ways such as 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; the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and sub surface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 control over the animal or not acting within such participant's ability.

Rider assumes all risk in connection with participation in any and all horse related activities for Rider and any family member or other person accompanying Rider, and expressly waives any claims for any injury or loss arising there from. Rider agrees to abide by and follow LHRA and FF rules and regulations, which are available upon request. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Fair disclosure of Rider's abilities has been made to LHRA and FF.

**2. DISCLOSURE OF ABILITIES.** Rider has made full and fair disclosure to rider's abilities or other information that may be pertinent to riders' ability to engage in any horse related activities.

**3. INDEMNIFICATION, RELEASE AND HOLD HARMLESS.** Rider agrees to indemnify, hold harmless to defend LHRA, FF, and any of their members, managers, owners, officers, employees and/or agents from and against, any and all claims, demands, causes of action, damages, judgment, orders, costs or expenses, including attorney's fees, known or unknown which may in any way arise from or be in any way connected with Rider's use of or services the property or equines of LHRA and FF including, but not limited to, loss or damage of any equipment or personal property, personal or body injury or death, or illness to Rider, to any horse owned by Rider, and to any family member or other person accompanying Rider on the premises of LHRA and/or FF and/or participating in any equine activities sponsored by and/or related to LHRA or FF.

**4. WAIVER.** Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release

shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at all time of executing said release.

**5. PAYMENT.** Payment is due of time of lesson. After two (2) lessons go unpaid, the Rider will be ineligible for further lessons until the payment(s) due is made in full.

**6. CANCELLATION POLICY.** If you are unable to make your lesson, please cancel two (2) hours prior to lesson time. If you fail to cancel the lesson per this policy, you will be charged the full price of the lesson. Please note, if the rider is not on the horse fifteen minutes (15) into the scheduled lesson time, the lesson is considered cancelled without proper notification.

**7. PHOTO USE.** Photos taken at LionHeart may be used for marketing purposes, including but not limited to industry publications, Facebook, and advertising. If you prefer that we NOT use photos of you or your child, please initial here. \_\_\_\_\_

\_\_\_\_\_  
Name of Rider (Please Print) Date of Birth

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Home Phone Work Phone Cell Phone

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Signature (or Parent or Guardian of Minor) Date Signed

\_\_\_\_\_  
Printed Name of Signature Above