

OPERATOR:
Due West Ranch, LLC
12001 Donohoo Road
Kansas City, KS 66109
Telephone: 913-721-3732
("Stable")

LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.

- A. AGREEMENT, SCOPE AND TERRITORY AND DEFINITIONS-This agreement shall be legally binding upon me the registered rider, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives: and it shall be interpreted according to the laws of Kansas. Any dispute by the rider shall be litigated in and venue shall be in the county or District where Stable is located. If any clause, phrase or word in this release is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "Equine Activity" or "Horseback riding" shall be used interchangeably, and as used herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "T", "ME" and "MY" shall herein refer to _____ the above registered rider and the parents or legal guardian thereof if a minor.
- B. NATURE OF STABLE HORSES-I ACKNOWLEDGE AND UNDERSTAND THAT: no horse is a completely safe horse; Horses are larger, more powerful, and faster than a human. If a rider falls from horse the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and may stop short, change directions or speed at will, buck, rear, kick, bite, or run from danger.
- C. RIDER RESPONSIBILITY-I UNDERSTAND THAT: Upon mounting a horse and taking up the reins I am in primary control of the horse. My safety largely depends upon my ability to carry out simple instructions, and my ability to remain balanced aboard the moving animal. I/WE agree that I shall be responsible for my own safety, and that of an unborn child if the rider is pregnant. I have been advised that pregnant women should not ride horses, unless permission is given under advice of her physician.
- D. CONDITIONS OF NATURE-I UNDERSTAND THAT: The host stable and/or group sponsor is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.
- E. CARRY-ON OBJECTS AND SHARP NOISES-I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. SOME EXAMPLES ARE: Cameras, hats not securely fastened under chin, toys, and purses. Riders must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.
- F. SADDLE GIRTHS-NATURAL LOOSENING-I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the nearest instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal. If riding unsupervised, RIDER is fully responsible for maintaining proper fit of tack.
- G. LIABILITY RELEASE-In consideration of my participation in this activity, under the terms set forth herein, I, the rider and the parent or legal guardian thereof if a minor, do agree to hold harmless and release Stable, its, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to any act of ordinary negligence, commission or omission; and I do further agree that except in the event of gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against the above stated for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to _____ participation in equine activities on the STABLE premises.
- H. I acknowledge that I have been advised to wear a safety helmet at all times when participating in equine activities, and that I:
_____ Will provide my own safety helmet at all times
_____ Decline to wear a safety helmet, acknowledging the potential for serious head injury during my participation in equine activities on the premises.

WARNING:

UNDER KANSAS LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN 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 KANSAS, KSA60-4001 thru KSA6-4004.

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SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER

DATE

RIDER'S NAME (PRINT)

ADDRESS

PHONE

SIGNATURE OF BOTH OF RIDER'S PARENTS / GUARDIANS REQUIRED IF MINOR LESS THAN 18 YEARS OLD:

PARENT / GUARDIAN NAME (PRINT)

SIGNATURE

DATE

PARENT / GUARDIAN NAME (PRINT)

SIGNATURE

DATE

By my signature above, I certify that I am the legal guardian of Rider, and that I am legally entitled to execute this document on behalf of the Rider if a minor.

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