

LESSON, HORSE RENTAL, AND ARENA USE RELEASE OF LIABILITY

COLUMBIA EQUESTRIAN CENTER, LLC

www.columbiaequestriancenter.com

4370 N ANDREWS LANE, EQNWODKC MO 65224

WITNESS THIS RELEASE dated this _____ day of _____, 20___, by and between *Columbia Equestrian Center, LLC*, and _____, hereinafter referred to as User, and, if User is a minor, User's parent or guardian, _____ . For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of *Columbia Equestrian Center, LLC*, *Columbia Equestrian Center, LLC* 's instructors, employees, drivers and agents; User, User's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. **The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities.** The inherent risks include, but are not limited to the propensity of equines to behave in 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 equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface 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 maintain control over the animal or not acting within such participant's ability.

User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. User agrees to abide by and follow Manager's rules and regulations which shall be posted and/or available from time to time. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

User expressly releases *Columbia Equestrian Center, LLC* from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by *Columbia Equestrian Center, LLC* or its representatives, agents or employees.

WARNING

Under Missouri 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 Missouri.

2. User agrees to assume any and all risks involved in or arising out of User's use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use

of any arena on the premises of *Columbia Equestrian Center, LLC* and for purposes of taking riding lessons either on the premises or lessons given off the premises by *Columbia Equestrian Center, LLC* personnel.

3. USER (OR USER'S PARENT OR GUARDIAN IF USER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND *Columbia Equestrian Center, LLC* AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER'S USE OF OR PRESENCE UPON THE PROPERTY OF COLUMBIA EQUESTRIAN CENTER, LLC AND THE FACILITIES LOCATED THEREON. In the event User is a minor, the parent or guardian shall further indemnify, defend and hold *Columbia Equestrian Center, LLC* harmless from any such claims by said minor child.

4. In the event User is using User's own horse, or a horse(s) not owned by *Columbia Equestrian Center, LLC*, User warrants said horse(s) shall be free from infection, contagious or transmittable diseases. *Columbia Equestrian Center, LLC* reserves the right to refuse access or use of any horse upon the premises that does not appear to *Columbia Equestrian Center, LLC* to be in good health, or is deemed dangerous or undesirable.

5. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for non-consequential damages such as pain and suffering.

6. User 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 the time of executing said release.

Columbia Equestrian Center, LLC

User

Parent or Guardian if User is A Minor

AUTHORIZATION TO OBTAIN MEDICAL TREATMENT FOR MINOR CHILD

WITNESS THIS AGREEMENT AND AUTHORIZATION by and between *Columbia Equestrian Center, LLC*, here and _____, hereinafter referred to as "Parent."

Columbia Equestrian Center, LLC is hereby authorized to obtain any and all medical treatment *Columbia Equestrian Center, LLC* deems reasonably necessary for my minor child and/or children.

Parent or guardian agrees to bear any cost connected therewith and shall pay promptly upon billing by the health care provider. *Columbia Equestrian Center, LLC* shall incur no financial liability for medical treatment obtained pursuant to this authorization.

Name(s) of child(ren)	Date of Birth
Address: _____ Health Insurance Carrier: _____ Plan or Identification No. _____ Primary Healthcare Provider _____	

Allergies to medications: _____

Current medications: _____

In the event of an emergency, contact:

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

CONSENT PLAN This authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "life saving" by the physician. This provision will only be invoked if the person(s) above is unable to be reached.

Date: _____ Consent Signature: _____

Client, Parent or Legal Guardian

NON-CONSENT PLAN I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency. In the event emergency treatment/aid is required, I wish the following procedures to take place:

Date: _____ Consent Signature: _____

Client, Parent or Legal Guardian