

Kristine M Randall DBA Columbia Equestrian Center ("STABLE")
5925 N Route E
COLUMBIA, MO 65202
PHONE: 573-356-7993

LOCATION:

5925 N Route E
Columbia, MO 65202

45 Acres Section 20 Township 49 Range 13
Boone County Missouri

(The "Premises")

PREMISE OWNER: Kenneth W. Buckler Revocable Living Trust
& Kenneth W. Buckler and Julia A Buckler

LIABILITY RELEASE AGREEMENT

SERIOUS INJURY MAY RESULT FROM YOU &/OR YOUR HORSES PARTICIPATION IN THIS ACTIVITY.
THE STABLE &/OR PREMISE OWNER DO NOT GUARANTEE SAFETY IN THIS ACTIVITY.

1. Scope of Services. This Agreement between Participant and STABLE is for the following services (Check All That Apply):

Recreational riding and/or premise use only Boarding
 Participant Lessons / Training (Other) _____

2. Participant and Horse Information:

A. Participant's Name: _____ Age: _____
Address: _____ Phone: _____
If Participant under 18, name of BOTH parents/guardians: _____

Emergency Contact Information:

(Name) (Telephone)

(Name) (Telephone)

Physicians Name & Phone # _____

Preferred Medical Facility / Hospital _____

Medical Insurance Provider _____

Medical Insurance Group & ID Number _____

PLEASE IDENTIFY PARTICIPANT'S RIDING EXPERIENCE:

_____ Beginner _____ Novice _____ Intermediate _____ Advanced

- **Beginner:** No or limited prior riding experience
- **Novice:** Limited prior experience including basic tacking of horse; mounting; and controlling calm horse at a walk/trot, stop and back.
- **Intermediate:** In addition to Novice skills above, can handle calm to moderately spirited horse at a walk, trot, canter, stop and back; and has beginning familiarity with more advanced riding skills such as lead cues and changes, posting diagonals (English only), turn on the forehand, turn on the haunches, sidepass, low obstacle negotiation, etc.; as well as beginning proficiency at riding different horses with different temperaments and/or in differing environments.
- **Advanced:** Demonstrates a proficiency in all intermediate skills, as well as a high comfort level in handling and riding horses with differing temperaments, including spirited, green and/or problem horses, and in different environments, including indoor/outdoor arenas, pasture or outdoor recreational riding, showring experience, etc.

B. Horse's name (if Boarding &/or Leasing): _____

C. Breed: _____

Age: _____ Registration No. (if applicable): _____

3. PROTECTIVE HEADGEAR OFFERING: Participant has been made aware of the benefits while riding of wearing protective headgear (riding helmet) by STABLE and understands **that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce the severity of some head injuries, and may even prevent death** that may occur as the result of a fall or other occurrence. **This is particularly true for minors.** Mark an "X" below in the box before the statement which describes Participant's choice to wear, or not to wear, protective headgear and/or Participant's decision relative to minors under the care or guardianship of Participant.

[] PROTECTIVE HEADGEAR ACCEPTANCE: PARTICIPANT, ON BEHALF OF PARTICIPANT AND/OR PARTICIPANT'S MINOR CHILD OR LEGAL WARD, WILL WEAR PROTECTIVE HEADGEAR. THIS HEADGEAR:

_____ WILL BE PURCHASED AND PROVIDED BY PARTICIPANT

_____ WILL BE PROVIDED BY STABLE

[] PROTECTIVE HEADGEAR WAIVER: PARTICIPANT, ON BEHALF OF PARTICIPANT AND/OR PARTICIPANT'S MINOR CHILD OR LEGAL WARD, WAIVES THE USE OF PROTECTIVE HEADGEAR, ACCEPTING FULL RESPONSIBILITY FOR THE POTENTIAL INJURY WHICH MAY RESULT FROM THIS DECISION. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT'S MINOR CHILDREN MAY BE REQUIRED TO WEAR PROTECTIVE HEADGEAR DURING LESSONS.

e. Participant has read the following statutory warning and understands Participant is assuming the risk of serious injury or death through participation in this equine activity:

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.

MISSOURI §537.325 (1994)

f. **LIMITATION OF LIABILITY & INDEMNIFICATION.** PARTICIPANT UNDERSTANDS THAT ACTIVITIES ON EQUINE PREMISES, AND/OR EQUINE RELATED ACTIVITIES CAN BE DANGEROUS, DESPITE ALL CARE TAKEN BY STABLE AND/OR PREMISE OWNER. PARTICIPANT FULLY ASSUMES ALL RISKS ASSOCIATED WITH A VISIT TO PREMISES AND/OR EQUINE ACTIVITIES ON OR OFF PREMISES. AS A CONDITION PRECEDENT TO PARTICIPANT UTILIZING THESE PREMISES AND/OR ENGAGING IN ANY EQUINE RELATED ACTIVITIES, PARTICIPANT AGREES ON BEHALF OF PARTICIPANT AND/OR PARTICIPANT'S MINOR CHILDREN AND LEGAL WARDS THAT PARTICIPANT WILL NOT BRING A CLAIM OR INITIATE LEGAL ACTION OF ANY KIND AGAINST STABLE AND/OR PREMISE OWNER, OR THEIR RESPECTIVE FAMILY MEMBERS, HEIRS, ASSIGNS, BUSINESS MEMBERS, OFFICERS, TRAINERS, BARN MANAGERS AND/OR OTHER EMPLOYEES OR PARTICIPANTS (HEREINAFTER "THE RELEASED PARTIES"), FOR ANY REASON, INCLUDING INSTANCES WHICH ALLEGEDLY INVOLVE THE NEGLIGENCE OF THE RELEASED PARTIES.

G. **APPLICABLE LAW, JURISDICTION, VENUE, ARBITRATION:** - This contract shall be construed and governed by the laws of the State of Missouri. Jurisdiction and venue for all disputes connected with this contract shall be proper in the county or district in which Stable is located. Participant agrees that STABLE may, at its sole option, elect to submit any dispute arising out of this Waiver and Release to binding arbitration. Should STABLE be the prevailing party, via litigation, dispute resolution or settlement, STABLE is entitled to recover reasonable costs and attorneys fees incurred.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

STABLE SIGNATURE

DATE

PARTICIPANT SIGNATURE

DATE

PARENT / GUARDIAN SIGNATURE

DATE

The above signed Parent/Guardian has read the above liability waiver on behalf of Minor Participant, and agrees to be fully bound to those terms and conditions stated herein.

PARENT / GUARDIAN SIGNATURE

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