

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING

Pursuant to KRS 247.4027 et seq. the following warning is brought to your attention:

WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

In consideration for participating in horse-related/farm animal activities or instruction connected with the Northern Kentucky Horse Center, Inc. and Heaven's Gait Farm, LLC, and Moore Family Limited Partnership, LLC (collectively "Releasees") the undersigned farm animal activity participant (RIDER) hereby agrees as follows:

REGISTRATION OF RIDER AND PURPOSE OF AGREEMENT: I, the following listed individual hereinafter known as the "RIDER" and the parents or legal guardian thereof if a minor, do hereby voluntarily agree to participate in horse riding or horse instruction on and about the Releasees operating property under the ownership of Heaven's Gait Farm, LLC, and Moore Family Limited Partnership, LLC, that RIDER will ride a horse provided to him or her by Releasees, his or her own horse, or one borrowed or leased by RIDER'S own arrangement, today and on all future dates:

_____ (RIDER) _____ (age, if under 21)
Print name of participant

Print name of minor participant's legal guardian(s)

SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon me, the RIDER, and the parents or guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and parental representatives. This agreement shall be interpreted according to the laws of the Commonwealth of Kentucky. Any disputes by the RIDER shall be subject to paragraph K below and litigated in Boone County, Kentucky. If any clause, phrase or word is in conflict with the laws of the Commonwealth of Kentucky then that single part is null and void.

The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding, instruction in, or otherwise handling of or being near horses, ponies, mules, or donkeys whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse or otherwise handles or comes near a horse from the

ground. The terms "I", "me", and "my" shall herein refer to the above RIDER and the parents or legal guardians thereof if a minor.

INHERENT RISK OF ACTIVITY: I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly and, at the least, can require more hospital days and result in more lasting residual effects than injuries from most other activities. Further, this inherent risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a horse that has been used for or is considered usable for the instruction of beginners. Horse accidents are common and, in fact, are virtually guaranteed to occur given enough time around horses. Horse accidents are even more common with beginners although expert riders are still subject to considerable (sometimes fatal) danger from participation in this activity.

RIDER RESPONSIBILITY: I understand that, notwithstanding the presence or participation of an instructor or trainer, upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal (which is not easy for beginners). The RIDER shall be responsible for his or her own safety and that of an unborn child if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. **Releasees advise pregnant women not to ride horses.**

CONDITIONS OF NATURE: Releasees are not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. **SOME EXAMPLES ARE:** thunder, lightning, rain, wind, other horses, wild and domestic animals, insects, or reptiles which may walk, run, fly near, bite and/or sting a horse or person. Further, Releasees are not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, pastures or trails) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, Releasees are not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), trappers (setting traps, for example), railroad engineers (operating trains, for example) or car drivers or occupants (honking horns or throwing objects to scare a horse, for example).

INSPECTION OF PREMISES: I understand that RIDER has had either the opportunity to inspect or has actually inspected Releasees's facilities, trails, and neighboring properties and is satisfied that all premises are reasonably safe for RIDER'S intended purpose, usage and presence.

ACCIDENTAL AND PERSONAL LIABILITY INSURANCE: I agree that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and deductibles. My accidental insurance company is _____ and my policy number is _____. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability insurance carrier shall pay for such damages. My personal liability insurance company is _____ and my policy number is _____.

PROTECTIVE HEADGEAR/ EQUIPMENT WARNING: I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised by Releasees that protective headgear and equipment should be worn while riding and being near horses and I do understand that the wearing of such equipment at these times may reduce the severity of some of the wearer's head

injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences.

LIABILITY RELEASE: I agree that in consideration of Releasees allowing my participation in this activity under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward or other parent, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge Releasees, its owners, agents, independent contractors, employees, officers, directors, representatives, assigns, members, owners of premises and trails (whether or not such premises or trails are owned by Releasees), affiliated organizations and insurers and others acting on its behalf (hereinafter, collectively referred to as "Associates") of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to Releasees's and/or its Associate's ordinary negligence; and I do further agree that except in the event of Releasees's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Releasees and its Associates as stated above in this clause, 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 the premises and operations of Releasees, to include while riding, handling, or otherwise being near horses owned by or in the care custody and control of Releasees, whether on or off the premises of Releasees.

ATTORNEY'S FEES: Should Releasees or any one of them bring an action in any court of competent jurisdiction to enforce any of the provisions hereof, and prevail in any aspect of such action, Rider agrees to pay reasonable attorney's fees and Court costs incurred by Employer by reason of such action.

SIGNER STATEMENT OF AWARENESS

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

RIDER (riders must sign for themselves)	DATE
_____	_____
Parent, guardian and/or spouse for Rider (print name)	DATE
_____	_____ (home)
_____	_____ (work)
_____	_____ (mobile)
Address	Phone(s)