

WAIVER OF LIABILITY OF CLAIMS AND EXPRESS ASSUMPTIONS OF RISK

EVENT/ACTIVITY: YOUTH RIDING CAMP

DATE OF EVENT: \_\_\_\_\_, 2017

**This is a release of your rights to sue the Kentucky Horse Park Commission and its employees, agents, contractors, and assigns for personal injuries or wrongful death that may occur during the above-named activity as a result of the inherent risk associated thereto. This release may be used against you in a court of law if you sue a released party or person.**

1. I, as participant or parent or legal guardian of a participant, acknowledge that equine activities pose potentially serious risk of injuries or death to participants in equine activities. I understand that participants in equine activities may be injured or killed as a result of their own negligence, the negligence of others or through no fault of participant or anyone else.
2. Intrinsic Dangers of Equine Activities. I acknowledge that there are certain intrinsic dangers or conditions that are an integral part of equine activities, including but not limited to the following:
  - a. The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them;
  - b. The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
  - c. Certain hazards such as surface and subsurface conditions;
  - d. Collisions with other animals or objects; and
  - e. The potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability.
3. Specific Dangers of this Equine Activity. I acknowledge that the following are certain intrinsic danger or conditions that are integral part of the above-named equine activity:
  - a. **Youth riders may not have the strength of an adult rider and are therefore limited in their abilities to physically control an animal that is many times larger than they are.**
4. Waiver. In consideration of the Kentucky Horse Park Commission ("KHP") allowing participant to participate in equine activities at the Horse Park, on behalf of myself and my heirs, successors, and assigns I hereby release and waive any rights to make any claim against the KHP, its employees, agents and representatives for any loss, damage, injury, or death to person or property sustained by participant in equine activities by any cause whatsoever, including but not limited to the following:
  - a. The Intrinsic Dangers of Equine Activities;
  - b. The Specific Dangers of this Equine Activity
  - c. The experience level of any participant;
  - d. A known or unknown health condition of any participant; and
  - e. The condition and age of equipment or tack.

5. Assumption of Risks. I hereby acknowledge and assume all of the foregoing risks and any other risks inherent in equine activities and accept complete responsibility for making any and all examinations or inspections relating to those risks and any other potential risks of recreational activities, and I agree and understand that the KHP shall have no responsibility whatsoever to make any such examination or inspection.
6. Indemnification. I agree to indemnify and hold harmless the KHP, its employees, representatives and agents from and against all of the foregoing claims and any and all loss, damage, injury, or death to person or property by whatever cause including any act or omission negligent or otherwise, on the part of the KHP, its employees, representatives or agents, or on the part of any other person arising from or related to participation in equine activities.
7. Kentucky Farm Animal Activity Liability Act, KRS 247.401 - .4029, Required Warning.

### 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.**

8. Governing Law; Dispute Resolution. This Waiver shall be governed by the laws of the Commonwealth of Kentucky. In the event of a dispute under this Waiver, the parties will first attempt to negotiate a resolution in good faith. The parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed with the Franklin County Circuit Court of the Commonwealth of Kentucky. Notwithstanding any other provision of this Agreement, any and all claims against the KHP shall be brought in accordance with KRS § 44.070 *et seq.* or KRS § 45A.240 *et seq.* No clause or part of this Agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231 and the United States Constitution, Eleventh Amendment.
9. Emergency Medical Authorization. In the event that I or my child is rendered unable to communicate by an emergency or accident while participating in equine activities at the KHP, I hereby give my permission to any physician and any health care facility to render any appropriate medical care, including but not limited to hospitalization, tests, medication, anesthesia and surgery. A copy (including facsimile) of this Authorization shall have the same effect as the original.
10. Authority to Sign. I hereby certify that the statements and representations in this Agreement are being made by me knowingly, freely, and voluntarily, and I understand that the KHP is expressly relying upon the foregoing statements and representations in permitting my or my child's participation in any equine activities. I further state that I am of lawful age 18 and legally competent and not under the influence of alcohol or drugs to sign this liability and release. If signed by a parent or guardian, I certify that I am parent or guardian with the legal authority to sign this document on the behalf of the participant. I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free will.

**[Signature Page to Follow]**

**PARTICIPANT:**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Birth date: \_\_\_\_\_

Date signed: \_\_\_\_\_

**PARENT/GUARDIAN:**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Date signed: \_\_\_\_\_

**EMERGENCY MEDICAL INFORMATION:**

It is recommended that all participants keep a copy of their insurance card and any other necessary emergency medical information on their person.

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Contact name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Primary physician: \_\_\_\_\_

Physician phone number: \_\_\_\_\_

Please use the space below to describe any relevant emergency information (known conditions, allergies, etc.):