

Moss Landing Liability Release Form - 2019

1. Moss Landing hereby agrees to provide camp instruction and riding lessons for the child of Parent/Guardian on the premises of the Farm for the sum of \$325 for each 1 week session, which sum is due and payable to the order of Moss Landing at the beginning of each week.

2. The Farm will provide all tack at its sole cost and expense. Parent/Guardian agrees to furnish for the use of the child all necessary safety equipment to be utilized by the child during camp and lessons including, but not limited to, a SEI/ASTM certified riding helmet. If Parent/Guardian does not furnish child with own safety equipment, Parent/Guardian agrees that the Farm shall have no responsibility for the condition and/or protective effectiveness of any borrowed safety equipment. The Farm reserves the right to refuse to conduct a lesson for Guardian's child in the event the child fails to provide or wear required safety equipment. If Parent/Guardian's child provides his/her own tack (saddle, bridle, etc.), then Parent/Guardian and child are solely responsible for the care, maintenance and safety of own tack.

3. Pursuant to the provisions of KRS 247.4027, Student/Camper hereby acknowledges the following warning notice in accordance with the provisions of Kentucky Law.

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.

Parent/Guardian further agrees and acknowledges that under the provisions of Kentucky Law, the giving of this warning to Parent/Guardian precludes any action for injury, loss, damage or death of Parent/Guardian's child resulting from any of the inherent risks of farm animal activities.

4. This Agreement may be terminated by either party at any time for any reason whatsoever. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky and venue for any action brought under the terms hereof shall be vested solely in the Bourbon Circuit Court, Paris, Kentucky. The Agreement may not be modified, altered or amended except in writing executed by all parties hereto. The Guardian signing below warrants and represents to the Farm that the Guardian has full power and right of legal control over the child named below.

IN WITNESS WHEREOF, the parties have hereunto set the hands as of the dates below written.

NICOLE PATENAUDE
d/b/a MOSS LANDING

BY: _____ DATE: _____

PARENT/GUARDIAN: _____ DATE: _____

NAME OF CHILD: _____