

CAMP
2022

CAMP/LESSONS RELEASE FORM

Moss Landing Summer Horse Camp / Head Counselor - Missy Elleman

Indemnifying the entities below ("The Releasees," "Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff"):
Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff Inc, 505 Millersburg Cynthiana Road, Millersburg, Kentucky 40348

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND/OR YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES").

"Horse" refers to any equine: horse, pony, mule, donkey, etc.

I, _____ (and my minor child _____)
(hereinafter the "Undersigned") reside at

(Street) _____ City/State/Zip _____

In consideration for allowing me (and/or my minor child) to work near, handle and/or ride a horse and on behalf of myself, my child and/or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

(Initial next to each as you have read them.)

_____. 1. Acknowledge that an equine may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

_____. 2. **ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

_____. 3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when working around or riding a horse, and use of saddles, bridles, equipment and gear provided to me by Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff.

_____. 4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff for any loss, damage, injury (including death) or cost to me or my child, arising from the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff.

X 5. Release Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff from any claim of negligence in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of tack, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Missy Elleman/ Moss Landing/Nicole Patenaude/Camp Staff which resulted in loss, damage, injury or death.

X 6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse while under the instruction or care of Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff.

X 7. Pursuant to the provisions of KRS 247.4027, I acknowledge 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.

I further agree and acknowledge that under the provisions of Kentucky Law, the giving of this warning precludes any action for injury, loss, damage or death resulting from any of the inherent risks of farm animal activities that I and/or my child may participate in.

X 8. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the Commonwealth of Kentucky and is intended to be as broad and inclusive as is permitted by Kentucky law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

X 9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by in defending such an action.

X 10. **ALL RIDERS/CAMPERS (all ages) ARE REQUIRED TO WEAR AN ASTM/SEI CERTIFIED PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT SAID HELMET IS NOT GUARANTEED TO BE EFFECTIVE AND MAY FAIL IN THE EVENT OF AN ACCIDENT. ALL RIDERS ARE ENCOURAGED TO PURCHASE THEIR OWN ASTM/FEI APPROVED HORSEBACK RIDING HELMET TO ENSURE THE BEST FIT.**

I have read this document. I understand it is a promise not to sue, and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Missy Elleman/Moss Landing/Nicole Patenaude/Camp Staff, allowing me or my child to ride and/or handle a horse as part of any equestrian program and/or event. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of a horseback riding camp or lesson experience and acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

Parent Printed Name: **X** _____

Parent Signature & Date: **X** _____

Parent Email & Phone #: **X** _____

Signature & Date of Moss Landing Representative: _____