

CAMP
2023

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 handle, work around, interact with, and 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, nudge or shove a person - any of which may cause the rider to fall or be jolted or otherwise compromised resulting in serious injury or death to the Undersigned or **any** person within close proximity of a horse.

2. **ACKNOWLEDGE THAT THE HANDLING OF A HORSE, WORKING AROUND A HORSE, RIDING 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 potential irrational behavior of horses, regardless of their training, age, general mannerisms or past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the handling of a horse, working around a horse, riding a horse, or being in close proximity to a horse while on the premises of the stable/farm. I voluntarily assume the risk and danger of injury or death resulting in the failure to wear a properly fitted certified protective helmet when working around or riding a horse. I acknowledge that the use of saddles, girths, stirrups, bridles, footwear, helmet, any equipment and any gear provided for me by **Missy Elleman/Nicole Patenaude/Moss Landing/Camp Staff**, or **provided by myself**, is subject to wear and tear and breakage, and is not guaranteed to keep me safe from injury or death while riding and working around horses. Even new items do not guarantee safety.

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

~~X~~ 5. Release **Missy Elleman/Nicole Patenaude/Moss Landing/Camp Staff** from any claim of negligence in connection with: my or my child's presence on the property, and/or interacting with, being in close proximity to, working around or riding, handling, training/schooling rides on my own or any horse on the property, any maintenance, care, fit or adjustment of tack, instruction on riding skills or horse management skills, or any supervision of any guest or riders while they are on the farm, or the use of any equipment provided by myself or **Missy Elleman/Nicole Patenaude/Moss Landing/Camp Staff** which resulted in loss, damage, injury or death.

~~X~~ 6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** **Missy Elleman/Nicole Patenaude/Moss Landing/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 presence on the farm, interacting with, handling or riding the horse, or being in close proximity to a horse while under the instruction or care of **Missy Elleman/Nicole Patenaude/Moss Landing/Camp Staff**.

~~X~~ 7. The Undersigned has read and understands the following language of the Kentucky Equine Activity Liability Statute:

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 OR PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

~~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/Nicole Patenaude/Moss Landing/Camp Staff** for any injury, death 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. I ACKNOWLEDGE THAT A 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 and I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, the farm, its owners, employees, volunteers, other boarders 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/Nicole Patenaude/Moss Landing/Camp Staff**, allowing me and/or my child to participate in farm activities, or interact with/ride/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 farm/horse/riding 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: _____