

RIDING INSTRUCTION AGREEMENT AND LIABILITY RELEASE

By this agreement, made and entered this _____ day of _____, 20__ by and between _____, who resides at _____, hereinafter referred to as "I", and KRAUS FARMS, INC. at 333 Hillsboro Rd, High Ridge, MO 63049, hereinafter referred to as "THIS STABLE".

IT IS HEREBY AGREED TO AS FOLLOWS:

- 1. That I, the undersigned, due for myself or on behalf of my child or legal ward, hereby voluntary request to participate in riding instruction as a student at THIS STABLE, and that student will either ride his or her own horse, or school horses provided by THIS STABLE for instruction purpose.
2. That in the last two years student has ridden horses (write students name or names beside appropriate riding time.):
o Less than 10 hours Students name: _____
o 10-20 hours Students name: _____
o 20 hours or more Students name: _____
3. That parent or guardian and student understand that horses are unpredictable by nature; that when frightened or angry or under stress, a horses natural instinct are to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up in front, or to bite; that horses are extremely powerful; and that if rider falls to the ground, the fall distance will be generally from 3 1/2 to 5 1/2 feet. I understand these risks and I voluntarily assume these risks and dangers.
4. That parent or guardian and student understand that upon mounting the horse and taking up the reins the student is in primary control of the horse and that THIS STABLE is not responsible for the results of the student's action or inactions. The students further agrees to not abuse, misuse or deliberately agitate the horse as these actions may result in increases risk to himself and others.
5. That I have been advised that students should purchase and wear a helmet or hardhat and to wear it in and around THIS STABLE so as to prevent horse related injuries.
6. LIABILITY RELEASE: That I understand that, except in the event of THIS STABLES want on and willful negligence, I am responsible for bodily injury or property damage which I or my child or legal ward should sustain on THIS STABLES premises and/or trails and/or while riding a horse, and/or while in transit to or at horse show, trail rides, or similar expeditions, and for any time I or my child or legal ward shall lose from employment or school or any other activity, and for medical expenses or any other expenses incurred because of such bodily injury or property damage.
In consideration of being permitted to participate in all aspects of equine activity including but not limited to lessons, boarding, or riding, I understand that except for an intentional tort or gross negligence, I for myself or my legal ward, charge, person for who I am legally responsible and personal property as well as personal representatives, my heirs, administrators and assigns, release, waive, discharge and covenant not to sue THIS STABLE and any of its officers, agents, servants, or employees, from all liability, all claims, all demands, all actions, and all causes of action, now or in the future, sustained by my person or that of my child or ward, charge, person for whom I am legally responsible and/or property caused by negligence of THIS STABLE. The undersigned hereby expressly agrees that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the state of Missouri and that if any portion hereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal coase and effect. I further state that I have carefully read the foregoing General Release, know the contents thereof and have signed the General Release as my own free act on behalf of myself and my personal representatives, heirs, administrators and assigns as well as my child or ward, charge, person for whom I am legally responsible, and/or property. _____ (Initial here)
7. That the student is currently covered by accident medical insurance and will remain insured for the duration of all riding instruction at THIS STABLE. Name of insurance company is: _____ Policy number is: _____ That I further understand that if medical treatment is required, the current insurance information here listed will be provided to the attending clinic or hospital to cover future payment of incurred bills.
8. That this agreement is entered into in the state of Missouri and will be interpreted and enforced under of the laws of this state.
9. Upon the signing of this agreement, student acknowledges that he/she has read and agrees to be bound to THIS STABLES rules attached as exhibit "B" and incorporated herein by this reference.
10. In order to be in the Kraus Farms summer camp and/or lesson program individual must possess the ability to follow and execute oral instructions. I, THE UNDERSIGNED, BEING OF LEGAL AGE AND OF SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT THIS DATE.

FULL NAME(S) OF STUDENT RIDER(S) IF UNDER AGE OR GUARDIANSHIP.

- 1: _____ AGE: _____
2: _____ AGE: _____
3: _____ AGE: _____
4: _____ AGE: _____

Listed on reverse side is the details of any allergies, ailments or handicap student may have, that THIS STABLE should be aware of.

STUDENT SIGNATURE: _____ DATE: _____
FULL ADDRESS: _____
HOME PHONE: _____ OTHER PHONE: _____

Patent/Legal Guardian signature required for all assistants under the age of 18.

PARENT/GUARDIAN SIGNATURE: _____

WARNING –

UNDER MISSOURI LAW AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI

FOR MORE INFORMATION CONTACT MISSOURI EQUINE COUNCIL

RIDER NAME: _____

PARENT OR GUARDIAN SIGNATURE _____

DATE _____ DATE OF CAMP _____