**PLEASE READ AND UNDERSTAND BEFORE SIGNING**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT**

**ANY AND ALL EQUINE OR LIVESTOCK ACTIVITIES INCLUDING VOLUNTEERING, HORSEBACK RIDING, TRAINING, GROOMING, HANDLING, OR BEING IN CLOSE PROXIMITY TO ANIMALS**

**Notice**- By signing the attached document you may be waiving certain legal rights, including the right to sue.

1) **TO WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Risen From The Ashes, and/or their owners, directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers; TO WAIVE ALL LIABILITY that I have or may have against Risen From The Ashes arising out of the participant’s participation in the programs or the use of any equipment provided by Risen From The Ashes. As used herein, the term “Equipment” shall include equine animals. The participant and his/her parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of Risen From The Ashes, its owners, affiliates, operators, employees, agents and officers, to the fullest extent permitted by law.

2) **TO ASSUME ALL RISKS** of participating in the programs and using the equipment, even those caused by negligent acts or conducts of Risen From The Ashes, its owners, affiliates, operators, employees, agents, and officers. The participant and his/her parents or legal guardian(s) understand that there are inherent risks of participating in the programs and using the equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3) **TO RELEASE** Risen From The Ashes, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the participant (or his/her next of kin) may suffer, arising out of his/her participation in the programs and use of the equipment, including while receiving instruction and/or training; and

4) **TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** Risen From The Ashes, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the participant (or his/her next of kin) may suffer, arising out of participation in programs and use of the equipment.

**Photography/Videography Release**

Participant hereby grants to Risen From The Ashes, its representatives, and employees the right to take **photographs and video of participant** in connection with participant’s participation in the programs. Participant hereby agrees that Risen From The Ashes may use such photographs and video of participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**Equine Warning**

**WARNING**

**Under Missouri law, an equine professional is not liable for any 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.**

**Personal Responsibility**

**-The Participant certifies that he/she has no physical or mental condition that precludes him/her**

**from participating in the programs and that he/she is not participating against medical advice.**

**-If helmets are recommended for use while participating in the programs, and participant chooses**

**not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any**

**injury that results.**

**-The Participant understands that his/her participation in the programs is voluntary and further**

**understands that he/she has the opportunity to inspect the Risen From The Ashes’ equipment**

**and location before any participation.**

**-The Participant understands that he/she is obligated to follow the rules of the Programs and that**

**he/she can minimize his/her risk of injury by doing so and through the exercise common sense and**

**by being aware of his/her surroundings.**

**-If, while participating in the programs, the Participant observes any unusual hazard, which he/she**

**believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself**

**from participation in the programs and immediately bringing said hazard to the attention of the**

**Host.**

**-The Participant consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or programs.**

**-I, Parent/ legal guardian, hereby agree that I will explain to my child that the risk of injury while**

**participating in the Programs can be reduced by following the rules and through the use of common**

**sense and good judgment.**

\_\_\_\_\_\_\_\_YES I understand helmets are available and choose to use the helmet furnished by Risen From The Ashes or to bring a suitable riding helmet of my own to use while riding at Risen From The Ashes.

\_\_\_\_\_\_\_\_NO I choose not to use a helmet while riding at Risen From The Ashes.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the agreement shall remain binding and available for use by Risen From The Ashes and its counsel in any proceeding. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_