



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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Emergency  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

I hereby enter into this agreement in consideration of my / ability and permission to ride OR use any Horse owned by Matea or Nancy Babcock or Harmony Horseman whose address is 1858 220<sup>th</sup> Street, Hiawatha, Kansas 66434.

**IMPORTANT NOTICE**

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT **HARMONY HORSEMAN** INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR HARMONY HORSEMAN, MATEA BABCOCK, NANCY BABCOCK, OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, CLINICIANS, OR REPRESENTATIVES ("Releasees").

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I am fully capable of participating in these activities without restriction or limitation.

Initial \_\_\_\_\_

**WARNING**

UNDER KANSAS LAW, THERE IS NO LIABILITY FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN DOMESTIC ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF DOMESTIC ANIMAL ACTIVITIES, PURSUANT TO K.S.A. 60-4001 THROUGH 60-4004. YOU ARE ASSUMING THE RISK OF PARTICIPATING IN THIS DOMESTIC ANIMAL ACTIVITY.

I recognize the inherent risks involved in riding and working with horses, including but not limited to:

1. The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm, or death to persons on or around them.
2. The unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals.
3. Certain hazards such as surface and subsurface conditions.
4. Collisions with other domestic animals or objects.
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.
6. Being thrown or bucked off by horses.
7. Scratches or other injury from stalls or enclosures.
8. Scratches or other injury from grooming tools, other equine equipment, or tack.
9. Allergic reactions to animals, hay, or other allergens.
10. Tripping in holes or on materials or equipment.
11. Slipping, falling, or otherwise being injured in the barn, stalls, the arena, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazard.

Initial \_\_\_\_\_

Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

Nothing in this instrument shall be deemed to limit or restrict in anyway the limitation of liability granted to the Releasees pursuant to Kansas Statutes Annotated 60-4001 through 60-4004, or otherwise under the law.

I hereby specifically forever waive, release and discharge the Releasees from any liability for injury or death arising out of my participation in any activities associated with Harmony Horseman facilities, including without limitation those arising from the inherent risks from riding, working or participating in a stable or arena environment and/or with horses or other domestic animal activities, as well as from any and all claims or causes of action for injury or death arising from the negligence of any Releasee or arising under any statute or law including strict liability.

(Initial) \_\_\_\_\_

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at Harmony Horseman, I am responsible for my own activities and there will not be a nurse on the premises and the Releasees bear no responsibility for my health or medical care.

I agree to indemnify, save and hold harmless Releasees from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at Harmony Horseman facilities or any acts or omissions of Releasees, including and without limitation, all attorney's fees and expenses arising out of or in any way connected with either my presence or participation in any activities at Harmony Horseman facilities.

I further agree that this Agreement is a complete bar to any legal action against Releasees by or on behalf of myself or my heirs or representatives arising out of any of the matters of activities mentioned herein, and in the event any such action is instituted by me or on my behalf, this instrument may be used as a complete bar to recovery in such action.

The releases, waivers, indemnities, agreements and other provisions of this instrument apply to any and all access and use of the Premises on or after the date of execution of this document and shall not be limited to one event or a specific period of time.

I agree that if any portion of this document is held invalid, the balance shall continue in full force and effect.

If I am present at and participate in the activities of Harmony Horseman, I do so at my own risk, and I hereby acknowledge and agree that Releasees shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at Harmony Horseman facilities.

By signing this Agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at Harmony Horseman without restriction, without liability to Releasees, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

(Initial) \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

If you would like to know of upcoming events, please share your email address.

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

If rider is a minor, both parents sign.

\_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Legal Guardian