RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in Equine Activities at the Springfield Riding Club at 5964 S. St. Hwy. NN, Rogersville, Missouri, or being permitted to enter for any purpose upon the property owned, rented, or leased by the Springfield Riding Club, LLC, Springfield Stables, LLC, Springfield Stable Holdings, LLC, Rogersville Land Holdings, LLC, Wacha Farms, LLC, or Elizabeth Brooks hereinafter referred to as “premises,” or “facility” the below signed person(s) agree(s) to the following:

HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Springfield Riding Club, LLC, Springfield Stables, LLC, Springfield Stable Holdings, LLC, Rogersville Land Holdings, LLC, Wacha Farms, LLC, or Elizabeth Brooks the owner(s) of the premises, or any persons on the premises, including but not limited to owners, agents, or managers of the facility, or engage in risk evaluation or loss control activities regarding any activities on the premises, including equine activities, and each of them, their agents, spouses, and employees, all for the purposes herein referred to as “Releasees,” FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM FOR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EQUINE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to you being allowed on the premises WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE and agree to advise Releasees of any condition you consider unsafe.

HEREBY ASSUME ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to being on the premises, or participating in equine activities, whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

HEREBY agrees that this Release, Waiver, and Assumption of Risk extends to all acts of Releasees and is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I agree to be responsible for my own safety. Wearing a helmet is my choice. I am not relying on anyone to provide a helmet for me or to check any helmet for correct fit or safety.

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 RISK IN EQUINE ACTIVITIES PURSUANT TO THE REVISED STATUTES OF MISSOURI. 537.325.RSMO.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

__________________________________________  ____________________________  ____________
SIGNATURE EQUINE ACTIVITY PARTICIPANT       DATE                        PRINT NAME

__________________________________________  ____________________________  ____________
SIGNATURE EQUINE ACTIVITY PARTICIPANT PARENT  DATE                        PRINT NAME