

KV Dressage

Katelyn Kok - KVDressage.com - 508.463.6482 - Info@KVDressage.com

RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

For and in consideration of Katelyn Kok DBA KV Dressage ("KV") allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, vaulter, longeur, lessee, owner, agent, coach, official, trainer or volunteer) in a KV event or activity, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities; I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

A. RULES AND REGULATIONS: I hereby agree that I have read, understand, and agree to be bound by all applicable rules, and policies including:

- I acknowledge that all horse handlers and riders will wear protective headgear which meets or exceeds the quality standards of the SEI certified ASTM standard while riding and being near horses and understands that the wearing of such helmet may reduce the severity of any injury incurred, and if I choose not to wear such helmet, I assume all such risk of injury resulting therefrom. I further agree that all minors must wear protective headgear while riding.
- I acknowledge that while on the Host Equine Facility direct loss or damage, theft, or injury to Client's horses, tack, or equipment is not covered by Releasees' insurance. Releasees shall not be responsible for such loss, damaged, stolen or injured property. I understand that I am responsible for carrying my own health insurance and personal property insurance.

B. ACKNOWLEDGMENT OF INHERENT RISKS: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with equine activities, including but not limited to horseback riding and equestrian sport, are inherently dangerous, and that participation in any USEF Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the KV Event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

WARNING: CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK. 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 sections 1 through 4. You are assuming the risk of participating in this domestic animal activity.

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the KV Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any KV Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any KV Event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any KV Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: KV, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, and competition managers; the promoters, sponsors, or advertisers of any KV Event; any charity or other beneficiary which may benefit from the KV Event; the owners, managers, or lessors of any facilities or premises where a KV Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the KV Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement.

If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS. By signing below, I agree that I have read, understand, and agree to be bound by all applicable rules, and policies. Further, by signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in KV Events. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim. The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Client Name (Print) _____

Adult Client Signature _____ Date ____/____/____

Parent or Guardian of Minor Client Signature _____ Date ____/____/____

In case of an emergency, contact:

Phone Number: _____