

WARNING: UNDER MISSOURI LAW, an equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri.

LEASE OF HORSES/RIDING LESSONS/SUMMER CAMP AGREEMENT AND RELEASE OF LIABILITY (Read Carefully)

THIS AGREEMENT is made on _____, 2019, by and between Valley Mount Ranch, Inc. a Missouri Corporation (Valley Mount")

And, Name: _____ ("Rider/Participant)

Parent/Legal Guardian of Minor,

Name _____ (relationship) _____

Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____ Age: _____

(Important Information) Riding Ability of Rider/Participant in : Very experienced: ___ Good ___ Fair ___ Novice ___.

WHEREAS, Rider has agreed to lease riding equipment and horses from Valley Mount for:

Recreation _____

Riding lessons _____

Summer camp participant _____, in consideration of certain sums of money to be paid by Rider/Participant.

Rider/Participant hereby represents that they have provided accurate information about my riding abilities and experience, and I have advise Valley Mount's employees and agents of any physical impairments that may affect my ability to ride a horse.

NOW THEREFORE, in consideration of the foregoing, the sums of money to be paid by Rider and the riding equipment and horses to be leased or the lessons to be given or the summer camp to be engaged in, the parties agree as follows:

1. Valley Mount agrees to lease riding equipment and horse to Rider and Rider agrees to lease riding equipment and horses from Valley Mount at Valley Mount's listed price schedule which prices may change without notice. Rider agrees not to permit any person not a part to this Agreement to use said riding equipment or horses.

2. Rider/Participant acknowledges that they are aware that horses are unpredictable by nature; that when frightened or angry or under stress, a horse may jump or run or gallop, kick, buck, rear up in front, or bite and horses are extremely powerful. If a rider falls to the ground, the fall distance will be generally from 3. to 5 or more feet and injury, including permanent paralysis or death may result. I acknowledge that I understand these risks and I voluntarily assume these risks and dangers.

3. That parent or guardian and student understands that upon mounting the horse and taking up the reins the rider is in primary control of the horse and that THIS STABLE is not responsible for the results of the student's actions or inactions. The student further agrees to not abuse, misuse or deliberately agitate the horse as these actions may result in increased risk to them and others.

4. That I have been advised that students should purchase and wear a helmet or hard hat and to wear it in and around THE STABLE so as to reduce the likelihood of horse related head injuries.

RELEASE OF CLAIMS FOR FUTURE DAMAGES AND INJURIES TO PARTICIPANTS INCLUDING MINORS

5. LIABILITY RELEASE: This agreement constitutes a legal release all claims that I or my participating minor child or minor ward in my legal care has against Valley Mount its employees, agents, successors, assigns, officers and directors. Read carefully. I understand that, except in the event of Valley Mount or any of their agents and employee's wanton and willful negligence, that I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or my child/ charge or ward in my legal care WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. I specifically release and hold harmless Valley Mount, its employees, agents, successors, assigns, officers and directors for any damages or injuries or death or property damage to me or my child or legal ward for Valley Mount or its employees, agents, successors, assigns, officers and directors or its own negligence and failure to use that degree of care that an ordinarily careful and prudent person would use under the same or similar circumstances. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS Valley Mount or its employees, agents, successors, assigns, officers and directors from any loss, liability, damage or costs, including court costs and all reasonable attorney's fees, that may incur due to my participation in said equine activity, WHETHER CAUSED BY NEGLIGENCE OF Valley Mount or its employees, agents, successors, assigns, officers and directors or otherwise. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family, spouse and wrongful death beneficiaries, and personal representatives.

Valley Mount Ranch, by: _____

Participant/Rider: _____

Date:

Parent/Guardian of Participant/Rider: _____