

ACKNOWLEDGEMENT OF RISK & RELEASE

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AND/OR AGREEMENT TO ITS TERMS.

In consideration of Pine Knoll Farm Inc., their trustees, trustors, agents, owners, officers, volunteers, participants, employees, and all other persons or entities in any capacity acting on their behalf (herein after collectively referred to as "RELEASEE") allowing the undersigned to participate in equine related activities, I on behalf of myself, my children, parents, heirs, assigns, personal representatives, and estate (herein after collectively referred to as "RELEASOR") hereby agree to release, discharge, hold harmless, defend, and indemnify RELEASEE, as follows:

1. RELEASOR acknowledges that equestrian activity entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to RELEASOR, to property, or to third parties. RELEASOR understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: The propensity of an equine to behave in ways that may result in injury, sudden movement, from objects, persons, and other animals, certain hazards such as surface and subsurface conditions, collisions with other equines or objects, the potential of another participant or person to act in a negligent manner that may contribute to injury to RELEASOR or others, such as failing to maintain control over the animal, or not acting within his or her ability.

Furthermore, RELEASEE seeks safety, but RELEASEE is not infallible. RELEASEE might be ignorant of RELEASORS or participants fitness or abilities. RELEASEE might misjudge the weather, the elements, or the terrain. RELEASEE may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. RELEASOR expressly agrees and promises to accept and assume all of the risks existing in equine-related activity. RELEASORS participation in this activity is purely voluntary, and RELEASOR elects to participate in spite of the risks.
3. RELEASOR hereby voluntarily agrees to release, discharge, hold harmless, defend, and indemnify RELEASEE from any and all claims, complaints, demands, or cause of action, for any injury or damages whatsoever which are in any way connected with RELEASORS participation in this activity or RELEASORS use of RELEASEES equipment, land, or facilities, including any such claims, complaints, under the law of the Commonwealth of Kentucky.
4. Should RELEASEE be required to incur attorney's fees and costs to enforce this agreement, RELEASOR agrees to hold them harmless and indemnify RELEASEE for all such fees and costs.
5. RELEASOR certifies that RELEASOR has adequate insurance to cover any injury or damage caused by or suffered while participating in any equine-related activity, or else RELEASOR agrees to bear the cost of such injury or damage to RELEASOR. RELEASOR further certifies that RELEASOR agrees to bear the cost of physical conditions which would interfere with RELEASORS safety in this activity, or else RELEASOR willingly assumes, and bears the cost of, all risks, known or anticipated, that may be created, directly or indirectly, by any such condition.
6. RELEASEE acknowledges that the Kentucky Farm Animal Activity Liability Act provides as follows: "A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, AND OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY FROM PARTICIPATING IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATED IN FARM ANIMAL ACTIVITIES."

RELEASOR acknowledges that this "ACKNOWLEDGEMENT OF RISK AND RELEASE" agreement releases RELEASEE to a greater extent than the Kentucky Farm Animal Activity Liability Act.

7. By signing this document RELEASOR acknowledges that if anyone is hurt or property is damaged during RELEASORS participation in this activity, RELEASOR may be found by a court of law to have waived any right to maintain a lawsuit against RELEASEE on the basis of any claim from with RELEASOR has released RELEASEE herein.
8. RELEASOR has had sufficient opportunity to read this entire document. RELEASOR has read and understood, and RELEASOR agrees to be bound by its terms.

Signature of Participant/RELEASOR: _____

Print Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone(s) Home: _____ Work: _____ Cell: _____

Email: _____

FOR PARENTS OR GUARDIANS (Must be completed for participants under the age of 18 or for participants lacking capacity and requiring a guardian)

In consideration of _____ (print minor's/participant's name)

Being permitted by RELEASEE to participate in equine-related activities and to use RELEASEES equipment, land, and facilities, I act as RELEASOR and agree on behalf of minor/participant to all the terms described above in this ACKNOWLEDGEMENT OF RISK AND RELEASE.

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone(s) Home: _____ Work: _____ Cell: _____

Email: _____