

## WAIVER AND RELEASE OF LIABILITY

**UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES. KRS 247.4027**

In consideration of my participation, I, on behalf of myself, and my estate, heirs, personal representatives, executors, administrators, and assigns, do release and discharge and covenant not to sue Murray State University; Murray State University Board of Regents; any of their regents, employees, instructors, or agents, and any and all other persons or entities whatsoever [herein referred to as the "Released Parties"] from and with respect to any and all present and future claims, of whatever nature or kind, regardless of the basis therefore and including but not limited to any claim based upon any wrong doing or negligence, of whatever nature or kind including ordinary and/or gross negligence, on the part of the Released Parties, or any of them, and including but not limited to any claim for injury to property of injury or death to person. Arising from or related, in any manner, to participants involvement in the Equestrian Classes, or to any activities, including instruction and traveling to or from events, related to any manner thereto. [Collectively referred to as the "Released Claims"]

Further, I am aware that horse riding is a vigorous sport involving severe cardiovascular stress in violent physical contact. I understand that it involves certain risks including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs and that equipment provided for the participant's protection may be inadequate to prevent serious injury. I further understand that horse riding involves a particularly high risk of head and neck injury. In addition I understand that participation in horse riding involves activities incidental thereto, including but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistants, and the possible reckless conduct of other participants. I am voluntarily agreeing to participate in this activity with knowledge of the danger involved and hereby agree on my behalf to accept any and all risks of property damage, personal injury, or death. A helmet should be worn by the undersigned at all times while riding a horse on above property. In the event of a helmet is not worn the undersigned assumes full responsibility for any injuries incurred.

I, on behalf of myself, and my estate heirs, personal representatives, executors, administrators, and assigns, further agree to indemnify and hold harmless the Released Parties, and each of them, in the event any claim is made against them or/and of them, related in any manner or arising directly or indirectly from the Released Claims, or any of them or the effects thereof even if it is alleged or proven that any such claims arise from

negligence, including gross negligence, or wrong doing on the part of the Released Parties, or any of them.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Kentucky and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

I affirm that I am of legal age and am freely signing this agreement. I have read this form in fully understand that by signing this form, I, on behalf of the participant and myself are giving up legal rights and/or remedies which may be available to me and the participant against the Released Party.

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(Name of Participant)

(Date)

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(Signature of Parent or Guardian)

(Date)

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(Signature of Parent or Guardian if Participant is under 18)

(Date)

State of \_\_\_\_\_

County of \_\_\_\_\_

The forgoing Waiver and Release of Liability was executed before the undersigned Notary Public by

\_\_\_\_\_ and \_\_\_\_\_ to his/her act and deed,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, My commission expires \_\_\_\_\_

Notary Public

(affix Notary Seal)