

EPONA'S GROVE RIDING SCHOOL
11101 Bannister Road, Kansas City, Missouri
913-485-3394
mmcelyea@eponasgrove.com

WARNING, INDEMNITY, HOLD HARMLESS AND RELEASE OF LIABILITY

ACKNOWLEDGEMENT

I, and / or on behalf of my child listed below, understand that there is an inherent risk in equestrian sports, including but not limited to the risk of serious physical injury, loss and/or death. However, I feel that the possible benefits for myself / my child are greater than the risk assumed. I, and / or on behalf of my child fully assume all risks with equestrian sports, even if due to NEGLIGENCE of Epona's Grove Riding School (hereinafter referred to as "Epona's Grove"), and its instructors, including but not limited to, land owner/ instructor Mari McElyea, land owner Tara McElyea, guest instructors invited to Epona's Grove, volunteers and / or employees, including but not limited to variations in outdoor riding ring conditions; trail conditions; man-made obstacles; collisions with objects either inside or outside the riding rings including but not limited to jumps, hay bales, shrubbery, trees, rocks, equipment, employees, participants, or other patrons or spectators on the property; lack of safety devices, or inadequate safety devices; lack of warning, or inadequate warning; lack of instruction, or inadequate instruction. I, and / or on behalf of my child am responsible for immediately informing Epona's Grove of any mental, physical, or other condition, or change in condition, that may affect my and / or my child's ability to participate in equestrian sports.

_____ Signers Initials

Pursuant to Missouri Revised Statutes Section 537.325.1

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 risks of equine activities pursuant
to the Revised Statutes of Missouri.

_____ Signers Initials

HORSES and PONIES

I, and / or on behalf of my child listed below, understand that horses and ponies, although tamed, trained and kept at Epona's Grove are in fact unpredictable animals, and may rear, buck, spook, shy, kick, bite and / or react unexpectedly to the actions of other horses or ponies, other animals tame or wild, riders, people, including but not limited to instructors, land owners, volunteers, patrons and spectators, and environmental conditions including but not limited to noise, wind, light / darkness, or any man- made anomaly beyond the control of Epona's Grove instructors, land owners, guest instructors, volunteers, or employees.

_____ Signers Initials

INDEMNIFICATION

I, and / or on behalf of my child listed below, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, agree that I will defend, indemnify and hold harmless, Epona's Grove and any of its instructors, including but not limited to instructor / land owner Mari McElyea, land owner Tara McElyea, guest instructors invited to Epona's Grove, volunteers and / or employees, free from any and all claims, suits or demands by anyone arising from my use of the facility, equipment and / or horses and ponies owned by or kept at Epona's Grove, or brought onto the property of Epona's Grove, including claims of NEGLIGENCE on the part of Epona's Grove and any of its instructors / land owners, including but not limited to instructor / land owner Mari McElyea, land owner Tara McElyea, guest instructors invited to Epona's Grove, volunteers and / or employees.

_____ **Signers Initials**

RELEASE

I, and / or on behalf of my child listed below, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, hereby release and agree that I will not sue Epona's Grove, and / or any of its instructors, including but not limited to instructor / land owner, Mari McElyea, land owner Tara McElyea, guest instructors invited to Epona's Grove, volunteers and / or employees, for money damages and / or for any injury, loss and / or death, emotional distress, or from theft to person, horse / pony or possession, sustained by me while using the facility, equipment and or horses and ponies owned by or kept at Epona's Grove, or brought onto the property of Epona's Grove, even if due to the NEGLIGENCE of Epona's Grove and any of its instructors, including but not limited to instructor / land owner Mari McElyea, land owner Tara McElyea, guest instructors invited to Epona's Grove, volunteers and / or employees.

_____ **Signers Initials**

I, and / or on behalf of my child listed below, understand that Epona's Grove requires anyone mounted on a horse / pony to wear an ASTM / SEI certified equestrian helmet. I further understand that a helmet may be borrowed from Epona's Grove riders are expected to obtain their own properly fitted certified helmet.

_____ **Signers Initials**

WARNING, INDEMNITY, HOLD HARMLESS AND RELEASE OF LIABILITY – PAGE 3

SIGNATURE PAGE

I have read this WARNING, INDEMNITY, HOLD HARMLESS and RELEASE OF LIABILITY and fully understand its terms. I further understand that by signing this agreement that I may be waiving specific legal rights for myself or for my undersigned child on whose behalf I am signing this agreement. I have not been induced to sign this agreement and have not signed same pursuant to any promise or representation which has not been attached hereto, if any. I sign said agreement voluntarily and of my own free will.

Signature of Adult Participant

_____ **Date** _____

Signature of Parents or Legal Guardian if Participant is under the age of 18

_____ **Date** _____

_____ **Date** _____

Name of Participant

Address

Phone Numbers

