



WAIVER AND RELEASE OF LIABILITY

WITNESS THIS RELEASE dated this _____ day of _____, 20_____, by

_____, , the participant, and, if the participant is a minor, the participant's parent or natural or legal guardian on behalf of the participant, (collectively referred to in this release as "PARTICIPANT"). For consideration received, and in return for the use of the animals, property, equipment, facilities and services of Midway University's equine programs, events and activities, , PARTICIPANT, together with PARTICIPANT's heirs, assigns, and representatives, agree as follows concerning the equine programs, events and activities of Midway University (referred to in this release as "UNIVERSITY"):

1. Inherent Risks and Assumption of Risk. PARTICIPANT acknowledges there are inherent risk associated with equine activities such as described below, and hereby expressly assumes all risk associated with participating in such activities. The inherent risks include, but are not limited to : the propensity of horses to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of horses' reaction to such things as sounds, sudden movements and unfamiliar objects, person or other animals, certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the limits of such participant's ability.

PARTICIPANT acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. PARTICIPANT assumes all risks in connection with the use of horses, and expressly waives any claims for any injury or loss arising from said use. PARTICIPANT agrees to abide by and follow UNIVERSITY's policies, codes, rules and regulations for participants of UNIVERSITY, which shall be posted and/or available from time to time. PARTICIPANT further acknowledges that the behavior of any animal is contingent to some extent upon the ability of PARTICIPANT. PARTICIPANT assumes all risks therefore and PARTICIPANT warrants that a full and fair disclosure of PARTICIPANT's abilities has been made to UNIVERSITY.

NOTICE-KRS 247.4027

Under Kentucky law, a farm animal activity sponsor, farm animal professional or other person does not have the duty to eliminate all risk 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.

2. PARTICIPANT expressly releases and forever discharges UNIVERSITY, its trustees, officers, agents, and employees (including instructors and counselors), and to indemnify and hold harmless each such individual and entity from and defend against any and all claims, demands or causes of action whatsoever, including,

without limitation, any lawsuit, claim, charge, cause of action, grievance or remedy arising under any federal, state or local constitution, law, statute, rule, regulation, policy, procedure, tort, contract law, common law, ordinance, equitable right or public policy, and further including attorneys' fees and court costs, arising out of any personal injury, property damage or death to PARTICIPANT or any other person or entity arising out of and/or resulting from the participation of PARTICIPANT's participation in UNIVERSITY'S equine programs, events and activities, and specifically including but not limited to PARTICIPANT'S use of any equipment, property, facility or animal pertaining to the use or rental of horses, camps or taking of riding lessons, or the use of any arena or other riding area or facility on the premises of or otherwise used by UNIVERSITY, and for purposes of taking riding lessons either on the premises or lessons given off the premises by UNIVERSITY personnel.

3. PARTICIPANT agrees that if PARTICIPANT or PARTICIPANT's heirs or personal representatives file a lawsuit or otherwise present claims due to injuries or losses arising out of or any way connected with PARTICIPANT's participation in or involvement with UNIVERSITY's equine programs, events and activities, that such claims shall be immediately dismissed upon the presentation of this release to the court, and if it cannot be dismissed, PARTICIPANT shall not accept nor take any award resulting therefrom.
4. PARTICIPANT agrees PARTICIPANT shall hold harmless, indemnify and defend UNIVERSITY against any and all claims, demands, causes of action, damages and judgments that may arise from or be in any way connected with PARTICIPANT'S participation in UNIVERSITY'S equine programs, events and activities. In the event the participant is a minor, the participant's parent or guardian shall further indemnify, defend and hold UNIVERSITY harmless from any such claims.
5. PARTICIPANT acknowledges that the use or possession of any personal property in connection with UNIVERSITY'S equine programs, events and activities is at the sole risk of PARTICIPANT and neither UNIVERSITY nor its insurer shall have any liability for the loss, theft, or damage of personal property.
6. In the event PARTICIPANT is using PARTICIPANT's own horse, or a horse(s) not owned, leased, borrowed or supplied by UNIVERSITY, PARTICIPANT warrants said horse(s) shall be free from infection, contagion or transmittable disease. UNIVERSITY reserves the right to refuse access or use of any horse upon the premises that does not appear to UNIVERSITY to be in good health, or is deemed dangerous or undesirable, and participant waives any and all claims he/she may otherwise have a right to assert in connection with such refusal.
7. Without waiving, nullifying, or otherwise suggesting anything contrary to any other provision in this release, any action, complaint, grievance, cause or claim arising in any way out of PARTICIPANT's participation in UNIVERSITY's equine programs, events and activities shall be brought within one (1) calendar year of the incident or accident giving rise to said action, complaint, grievance, cause or claim. PARTICIPANT agrees that damages, to the extent any may be allowed notwithstanding the provisions of this release, shall be limited to \$250 for property damages, actual expenses incurred, and a maximum of \$10,000 for non-consequential damages such as pain and suffering, and further that no punitive or exemplary damages shall be recoverable.

8. This release shall not be waived, changed, modified, extended or discharged except by an agreement in writing, signed by an authorized representative of UNIVERSITY. The waiver of any provision of this release by UNIVERSITY shall not operate or be construed as a waiver of any other provision of this release.
9. If any provision of this release shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect, impair or invalidate the remaining provisions of the release.
10. Nothing in this release shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties to this release.
11. This release shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Kentucky.

PARTICIPANT attests that there is no reason of which undersigned is aware that PARTICIPANT cannot participate in the relevant University equine program, event or activity or any portion thereof, and that UNIVERSITY has no responsibility to PARTICIPANT to determine whether any such reason exists.

By signing this release, PARTICIPANT certifies that he/she has read the foregoing release, that he/she have been fully advised by his/her legal counsel with respect to this release (or having been advised of his/her right to counsel, have knowingly waived his/her right to counsel), that he/she knows and understands the contents of this release, and that he/she has signed the same as his/her free act and deed.

Signature of Participant

DATE

Signature of Parent or Legal Guardian if Participant is a minor

DATE

PARTICIPANT contact information:

Legal Name (please print):	
Street Address:	Phone number:
Parent/Legal Guardian Name (please print)	
Guardian Contact number:	