

Release and Waiver of Liability, Assumption of Risk
And Indemnity Agreement

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS.

IN CONSIDERATION of being permitted to participate in the Iowa Equestrian Center's Open Riding Sessions program, each of the undersigned, for himself/herself, any minor children for whom he/she is parent, legal guardian, or otherwise responsible and for his/her/their heirs, personal representatives, and next of kin:

1. Acknowledge that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and behavior of horses, regardless of their training and past performance.
2. Acknowledge under Iowa Law, a domesticated animal is not liable for damages suffered by, an injury to, or the death of a participant resulting from the inherent risks of domesticated animal activities, pursuant to Iowa Code Chapter 673.
3. Hereby releases, waives, discharges and covenants not to sue Kirkwood Community College, the Iowa Equestrian Center, any subdivision of Kirkwood Community College, owners and lessees of any premises used in the Open Riding Sessions program, employees of Kirkwood Community College and agents of Kirkwood Community College, all herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, HIS/HER PERSONAL REPRESENTATIVE, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS OF THE 2012 OPEN RIDING SESSIONS AT THE IOWA EQUESTRIAN CENTER, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO THE EVENTS OF THE OPEN RIDING SESSIONS AT THE IOWA EQUESTRIAN CENTER, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
5. Acknowledges that this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement shall cover any and all acts during the entire 2012 Open Riding Sessions at the Iowa Equestrian Center.
6. Acknowledge the undersigned have read and understand the 2012 Open Riding Sessions Rules and Regulations.
7. Acknowledge that it is mandatory for anyone under eighteen (18) years old to wear a helmet; and that it is strongly recommended a helmet be worn at all times by any person participating in the 2012 Open Riding Sessions.

I HAVE READ THE FOREGOING, FULLY UNDERSTAND THE TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IN THE CASE OF A MINOR, MY SIGNATURE, ADDITIONALLY DEMONSTRATES MINE AND MY CHILDREN(S)' CONSENT AND AGREEMENT TO ALL THE ABOVE TERMS.

Print Rider's Name

Age of Rider

Date

Rider's Signature (if 18 years of age or older)

Printed Name of Parent or Guardian of the Rider if Rider under the age of eighteen (18)

Signature of the Parent or Guardian of the Rider if Rider under age of eighteen (18)