

**RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

This Release of Liability, Waiver of Claims and Indemnity Agreement (the "Agreement") is entered into by the undersigned in favor of Eastern Kentucky PRIDE, Inc. and its respective members, officers, employees and agents (collectively the "Released Parties" and each a "Released Party"). In consideration for my being permitted to participate in the Ride for PRIDE Benefit Trail Ride Event (the "Event"), including but not limited to horseback riding, trail riding, transporting, or grooming and handling horses ("Equestrian Activities") at the Event, with or without supervision, I acknowledge and agree as follows:

1. **Inherently Dangerous Activity:** I acknowledge that horses can be unpredictable animals and fully realize and appreciate that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I recognize that horses can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I understand that neither my horse's actions, nor the actions of any other person or animal can necessarily be controlled, and that my safety and that of my horses and other property cannot be guaranteed while participating in Equestrian Activities.
2. **Assumption of Risks:** I acknowledge the following provision of Kentucky Revised Statutes, Section 247.4027:

WARNING

"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 and animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities."

Understanding that there is risk of serious physical harm and even possibly death, I voluntarily choose to participate in Equestrian Activities and to be around horses, and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE RISKS INHERENT IN EQUESTRIAN ACTIVITIES, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I accept full and complete responsibility for the safety of myself, any guests or observers accompanying me or present at my invitation, my horses, and personal property. Further, I assume the risk of any damage or injury caused by my horse, whether or not the horse is under my control at the time.

I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer as a result of my participation in Equestrian Activities may not be entirely foreseeable. I do realize that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of any property I may have with me at Equestrian Activities.

3. **Unpredictability of Cause, Personal Responsibility:** I understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my responsibility to control any horse I am handling or riding to the extent possible, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible my own safety and that of others.

I further acknowledge Kentucky Revised Statutes, Section 247.4019, which provides in part:

"A farm animal activity participant shall act in a safe and responsible manner at all times to avoid injury to the participant and others and to be aware of risks inherent in farm animal activities to the best of the participant's ability."

4. **Personal Property:** I agree that I am responsible for the security of my own personal property, including horses, tack and equipment, and any personal effects I bring to the Event, and that the Released Parties cannot guaranty the security of my property. Should I leave any personal property in the custody of the Released Parties, I do so at my own risk and have been advised to obtain insurance on my personal property. None of the Released Parties shall have any liability to me in the event of loss, damage, unauthorized use by any person or theft of any such property. I acknowledge that it is my responsibility to purchase sufficient insurance to cover my own property, horses and other interests.

5. **Release and Waiver of Claims:** On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A CONSEQUENCE OF MY PARTICIPATION IN EQUESTRIAN ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section 5 shall be deemed to release any Released Party from liability arising from their own gross negligence, willful or intentional injury to me or my property.

6. **Promise Not to Bring Suit:** I am aware of and agree to comply with Kentucky Revised Statutes Section 247.402, which provides:

“The inherent risks of farm animal activities are deemed to be beyond the reasonable control of farm animal activity sponsors, farm animal professionals, or other persons... [N]o participant or representative of a participant who has been reasonably warned of the inherent risks of farm animal activities shall make any claim against, maintain an action against, or recover from a farm animal activity sponsor, a farm animal professional, or any other person for injury, loss, damage or death of the participant resulting from any of the inherent risks of farm animal activities.”

7. **Indemnification:** I agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to damages, attorneys’ fees and other costs of defense arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others’ property which might result from my actions or inactions in Equestrian Activities or from any horses owned by me or in my control.

8. **Kentucky Law, Jurisdiction:** The terms of this Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Kentucky. Venue shall be the court of competent jurisdiction in Pulaski County, Kentucky.

9. **Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by Kentucky law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

10. **Representations and Warranties:** I hereby warrant that:

- (A) I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
- (B) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE
- (C) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW IS ACKNOWLEDGMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

11. **Helmets:** The use of helmets is recommended and strongly encouraged, especially by minors.

12. **Photographs:** I hereby give permission to reprint any photographs taken during my participation in the event. I understand that these materials may include, but are not limited to, general printed material, video displays, broadcast television, electronic publications (including web sites and social media), and other training and promotional materials.

WARNING

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE A 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.

I HAVE READ AND UNDERSTAND FULLY THIS FORM AND ITS EFFECT.

WITNESS

SIGNATURE

DATE

PRINT NAME

DATE OF BIRTH

If Minor:

NAME OF CHILD

DATE OF BIRTH

Name of Parent/Guardian

Signature of Parent/Guardian