EQUINE RELEASE AND WAIVER OF LIABILITY,

ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name:

Address:

Telephone:

I hereby enter into this agreement in consideration of my / ability and permission to ride OR use any Horse owned by Five Point Horse Training or Blair A Lonneke, at 1610 Road 65, Goodland Kansas, 677345.

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL

RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF

INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER’S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT Five Point Horse Training owned by Blair A Lonneke, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR Five Point Horse Training or Blair A Lonneke, READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, including but not limited to:

* \_ Bites, kicks, abrasions or contusions from horses.
* \_ being thrown or bucked off by horses.
* \_ Scratches or other injury from stalls or enclosures.
* \_ Scratches or other injury from grooming tools and other equine equipment and tack.
* \_ Allergic reactions to animals, hay, or other allergens.
* \_ tripping in holes or on materials or equipment.
* \_ Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

(Initial) \_\_\_\_\_\_\_

I hereby specifically forever waive and release Five Point Horse Training or Blair A Lonneke, and its principals and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Five Point Horse Training or Blair A Lonneke its principals and agents.

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at Five Point Horse Training or Blair A Lonneke, there will not be a nurse on the premises and Five Point Horse Training or Blair A Lonneke and its principals and agents bear no responsibility for my health or medical care.

I agree to indemnify, save and hold harmless Five Point Horse Training or Blair A Lonneke and its principals and agents from and against any loss, liability, damage, attorneys’ fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at Five Point Horse Training or Blair A Lonneke or any acts or permissions of Five Point Horse Training or Blair A Lonneke principals or agents.

By signing this Agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at Five Point Horse Training or Blair A Lonneke without restriction, without liability to Five Point Horse Training or Blair A Lonneke its principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

If I am present at and participate in the activities of Five Point Horse Training or Blair A Lonneke I do so at my own risk, and I hereby acknowledge and agree that Five Point Horse Training or Blair A Lonneke and/or any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at Five Point Horse Training or Blair A Lonneke.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Five Point Horse Training**

**1610 Road 65, Goodland Kansas, 67735**

**(303)968-7345**

**Waiver for Equine Activity**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ fully understand that horseback riding and working around horses can be dangerous. I also fully understand that riding or working around horses can lead to injury or even death.

I hereby hold Blair Lonneke with (Five Point Horse Training), harmless and not responsible for any injuries whatsoever that may result from my use of their horses or mine, or any animals supplied by them. I also understand that they have taken every precaution to ensure that the animals they provide are safe for my use. However, I understand that horses are large animals that may, by nature, be easily frightened and are unpredictable, and that I am using them at my own risk. Further, I will not make any claims, now or in the future, for any injuries sustained while riding or working near their horses or mine.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, ZIP Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_