Release and Waiver of Liability

READ THIS INSTRUMENT 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 Kirkwood Horse Spectacular ("Event"), 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 professional 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, trustees and employees and agents of Kirkwood Community College, all herein referred to as "Releasees," to the fullest extent permitted by law, FROM ALL LIABILITY TO THE UNDERSIGNED, HIS/HER PERSONAL REPRESETATIVE, 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 DEATH ARISING OUT OF OR RELATED TO THE IOWA EQUESTRIAN CENTER, WHETHER CAUSED BY THE NEGLEGENCE 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 KIRKWOOD OPEN ARENA MEMBERSHIP PROGRAM 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 Event.**
6. **It is strongly recommended a helmet be worn at all times by anyone participating in horseback riding actives during the Event.**
7. **It is my express intent that this instrument shall bind me, the members of my family and spouse if I am alive and my heirs, beneficiaries, successors, assigns and personal representatives if I am deceased.**
8. **This instrument shall be governed by Iowa law. Any action arising out of this instrument or participation by the undersigned shall be instituted exclusively in the Iowa District Court for Linn County or the United States District Court for the Northern District of Iowa. No modifications or amendment of this instrument shall be enforceable unless in writing and signed by the undersigned and Kirkwood Community College.**
9. **If the undersigned is executing this instrument in a representative capacity (in behalf of an individual under the age of 18 years, for example), then the undersigned represents that the undersigned has the authority to execute this instrument and bind the above named participant hereto and the undersigned agrees to indemnify, defend and hold harmless the Releasees against any claims for damages by or on behalf of the named participant and make good and hold harmless the Releasees from any loss, damage or cost (including but not limited to reasonable attorneys' fees) that the Releasees may incur or be required to pay if any litigation is brought by or on behalf of the named participant.**

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)

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