



## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of Kirkwood Community College allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, lessee, owner, agent, coach, official, trainer or volunteer) in a Kirkwood Community College event or activity held at the Iowa Equestrian Center, including but not limited to equestrian clinics, practices, shows, competitions and related or incidental activities and

Tack Swap at Kirkwood (“Event Name”); I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the “Agreement”):

A. RULES AND REGULATIONS: I hereby agree to be bound and abide by the rules, regulations, and safety protocols of Kirkwood Community College as published on the website at [www.iowaequestrian.com](http://www.iowaequestrian.com), as amended from time to time.

B. ACKNOWLEDGMENT OF RISK: I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any Kirkwood Community College events at the Iowa Equestrian Center involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Kirkwood Community College employees and facility management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”).

I (WE) HEREBY ACKNOWLEDGE THE RISKS RELATED TO COVID-19 A/K/A THE CORONAVIRUS. I AGREE TO HOLD Kirkwood Community College HARMLESS FROM ANY CLAIM FOR ILLNESS OR DEATH ARISING FROM THE VIRUS THAT MAY BE ALLEGED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY FROM EXPOSURE TO THE VIRUS AT ANY Iowa Equestrian Center FUNCTION OR FACILITY. I AGREE THAT Kirkwood Community College SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, OR DEATH WHICH MAY BE SUFFERED BY MYSELF OR ANY GUEST OR INVITEE OF MINE ARISING FROM OR RELATED TO THE VIRUS. I AGREE THAT ALL RISKS RELATING TO THE VIRUS ARE TO BE BORNE BY ME. I HEREBY ASSUME THE SOLE RESPONSIBILITY FOR AND AGREE TO INDEMNIFY, DEFEND AND SAVE Kirkwood Community College HARMLESS FROM ANY AND ALL LOSS AND EXPENSES (INCLUDING LEGAL AND EXPERT WITNESS FEES ACTUALLY INCURRED) BY REASON OF THE LIABILITY IMPOSED UPON Kirkwood Community College DUE TO ILLNESS, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED TO MYSELF, MY GUESTS AND INVITEES, ON ACCOUNT OF THE VIRUS. I EXPRESSLY WARRANT AND REPRESENT TO Kirkwood Community College THAT NEITHER I NOR ANY OF MY GUESTS OR INVITEES HAVE KNOWINGLY CONTRACTED NOR BEEN EXPOSED TO THE VIRUS NOR ARE ANY OF THE AFORESAID EXHIBITING ANY SYMPTOMS OF THE VIRUS. IN THE EVENT THAT I LATER DISCOVER THAT THE AFORESAID REPRESENTATION AND WARRANTY IS FALSE IN ANY MANNER, I AGREE TO IMMEDIATELY NOTIFY Iowa Equestrian Center AND PROVIDE AS MUCH DETAILED INFORMATION AS IS AVAILABLE.

### WARNING:

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. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

C. ASSUMPTION OF RISK: I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in Kirkwood Community College events at the Iowa Equestrian Center, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Kirkwood Community College Events. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any Kirkwood Community College Event.

D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY: In conjunction with my participation in any Kirkwood Community College Event, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Kirkwood Community College, Kirkwood Community College employees, Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), licensee, and competition managers; the promoters, sponsors, or advertisers of any Kirkwood Community College Event; any charity or other beneficiary which may benefit from the Kirkwood Community College Event; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (**Individually and Collectively, the “Released Parties” or “Event Organizers”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to my participation in the Kirkwood Community College Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.**

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in any Kirkwood Community College Event. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

**The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.**

EVENT ATTENDEE

VENDOR  STAFF  VOLUNTEER

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

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

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

Parent/Guardian Signature: (Required if Rider/Driver/Handler is a minor) \_\_\_\_\_ Date: \_\_\_\_\_

Print Parent/Guardian Name: \_\_\_\_\_ Emergency Contact Phone No. \_\_\_\_\_