



JRs Equine Spa & Retreat LLC
5532 S. 188th Rd
Pleasant Hope, MO 65725

417-830-9174
JRSEquineSpa@aol.com
JRSEquineSpa.com

RIDER WAIVER AND RELEASE OF LIABILITY

This WAIVER and RELEASE of LIABILITY is made and entered into on this _____ day of _____, 20____, by and between JR's Equine Spa & Retreat, LLC and _____ as Rider. In return for the use, today and on all future dates of the property, facilities and services of JR's Equine Spa & Retreat, LLC, the RIDER, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. Inherent Risks. There are significant elements of risk in any adventure, sport or activity associated with horses, livestock; horse drawn equipment and/or saddle animals including but not limited to horses, mules and donkeys (referred to herein as "activity") and the use of any equipment therewith. The undersigned acknowledge(s) there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions, collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

2. Participant understands and accepts that equine activities and/or livestock activities may include but in no way is limited to: (i) the propensity of an equine or livestock to behave in ways that may result in injury, harm or death to persons on or around them (e.g. jump, run, kick, buck, bolt, spin, rear up, strike, bite, etc.); (ii) the unpredictability of an equine's or livestock's reaction to sounds (e.g. machinery, equipment, vehicles, doors, snow and ice falling, rain, wind, thunder, hail striking the roof, voices, animals, fireworks, guns, motors, etc.), sudden movement or unfamiliar objects, persons or other animals (e.g. loose or contained dogs, cats, wild and domestic animals, birds, etc.), or other things (e.g. jumps, poles, cones, flowers, mini-bikes, water, etc., and training devices such as whips, bats, etc.); (iii) certain hazards such as surface and sub-surface conditions; (iv) collisions with other equines, livestock or objects; and (v) the potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over an animal, or not acting within his or her ability. Participant also understands and agrees that "Equine Activities" and "Livestock Activities" are defined in this Agreement to include not only those activities identified above and also defined in Section 537.325.1 of Missouri Revised Statutes (the "Missouri Equine and Livestock Activity Limited Liability Act" or "Act"), but also, even if not so included, riding one's own or another's equine, competing, training, exercising, petting, leading, feeding, watering, bathing, watching, or transporting equines and/or livestock, or assisting with any of these activities, as well as auditing equine related clinics, and/or boarding and/or stalling Participant's equine at JR's Equine Spa & Retreat, whether for a limited or extended period of time, and otherwise interacting with or merely being in the vicinity of equines and/or other livestock. Participant understands (i) the injuries, death, loss and property damage that may result from the risk of engaging in Other

Rider's Initials: _____



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Equine Activities and/or Other Livestock Activities, stalling Participant's equine or livestock at the Facility, and/or just being near an equine and/or livestock; (ii) that equines and livestock are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Participant is not relying on the Released Parties defined below to list all possible equine and/or livestock related risks. Furthermore, Participant knowingly, willingly, and voluntarily acknowledges the inherent risks associated with the sport of equestrian and knows that horseback riding and related equestrian/livestock activities are inherently dangerous, and that participation in any event being held at JR's Equine Spa & Retreat 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 Participant's 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 NEC's owners, managers, staff, volunteers, event organizers, and agents; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

EQUINE ACTIVITY LIABILITY ACT WARNING

CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK. Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. **WARNING: UNDER MISSOURI LAW, an equine and/or livestock activity sponsor, an equine and/or livestock professional, a livestock auction market or an employee thereof is not liable for any injury to or the death of a Participant in Equine or Livestock Activities resulting from the inherent risks of Equine or Livestock Activities pursuant to the REVISED STATUTES OF MISSOURI. V.A.M.S. 537.325 (2017).**

3. RIDER agrees to abide by and follow JR's Equine Spa & Retreat, LLC's rules and regulations which shall be posted and/or available from time to time.
4. RIDER further acknowledges that the behavior of any animal is contingent to some extent upon the ability of RIDER. RIDER shall assume risks therefor and warrants that a full and fair disclosure of RIDER's abilities has been made to JR's Equine Spa & Retreat, LLC. RIDER further acknowledges that if he/she at any time does not feel safe, feels uncomfortable, feels "bullied", feels mental or physical harm could be done to said RIDER or any other person, or animal, in any situation, etc., RIDER hereby agrees to stop all activity, report said activity to JR's Equine Spa & Retreat, in order to avoid any harm or damage to RIDER, horse, and/or any other person, animal, livestock, and shall assume risks in connection, and expressly waives any claim for any injury or loss arising therefrom.
5. RIDER agrees to hold JR's Equine Spa & Retreat, LLC, Ronald Hurt, Jennifer Hurt, and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents (collectively,



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the “Released Parties”) completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of RIDER’s use of or presence upon Ron and Jennifer Hurt/ JRs Equine Spa & Retreat, LLC’s property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of JRs Equine Spa & Retreat, LLC.

6. RIDER agrees to indemnify and defend JRs Equine Spa & Retreat, LLC against, and hold it harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney’s fees, which in any way arise from the Rider’s use of or presence upon the JRs Equine Spa & Retreat, LLC’s property and facilities.
7. In the event RIDER is using RIDER’s own horse, or a horse(s) not owned by Ron and Jennifer Hurt and/or JRs Equine Spa & Retreat, LLC, RIDER warrants said horse(s) shall be free from infection, contagious or transmittable diseases. JRs Equine Spa & Retreat, LLC reserves the right to refuse access or use of any horse upon the premises that does not appear to JRs Equine Spa & Retreat, LLC to be in good health, or is deemed dangerous or undesirable. RIDER further warrants that RIDER’s own horse is mental safe and physically safe to perform the activities asked of it by RIDER, and fair disclosure of the ability of RIDER’s own horse to perform the activities asked of the horse has been made to JRs Equine Spa & Retreat, LLC.
8. The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Missouri and all disputes relating to the interpretation and enforcement of this Agreement will be resolved exclusively by the State Court in Polk County, Missouri. The Parties submit to this jurisdiction and venue for these purposes. Participant agrees that any claims for Loss of any kind by Participant against the Released Parties, must be brought within one (1) year of the date they accrue and any claim for personal property Loss, including but not limited to the loss value of the equine, is limited to \$250 for property damage, medical or other actual expenses incurred, and a maximum of \$500 for damages such as pain and suffering.
9. RIDER agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

WARNING

Under Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine activities or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri.



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By placing your initials here, you acknowledge that you have seen both the Missouri Warning sign and Missouri Statute sign posted on the Stable Premise.

By placing your initials here, you acknowledge that you have received a copy and read the four (4) pages of BARN RULES and agree to follow every rule.

Upon placing my signature on this paper I hereby acknowledge my full understanding and willingness to accept the risks of injury incident that I may sustain while on the premises, and to the above mentioned activities for myself or for the minor for whom I am responsible, and release JR's Equine Spa & Retreat, LLC and any instructors or barn workers in their employment from any and all liability. Further, upon placing my signature, I certify that I have read this entire Agreement and understands all of its terms and conditions and knows it contains an assumption of Risk, release and waiver from liability as well as hold harmless and indemnification obligations and agrees, and intends on my own behalf, and on behalf of my minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein. 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.

RIDER signature and date

JR's Equine Spa & Retreat, LLC
Authorized Signature

Signature of Parent or guardian if student is under 18: