



Boarding, Training & Lessons

## CASTLEWOOD STABLES, LLC RELEASE AND ASSUMPTION AGREEMENT

This LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Castlewood Stables LLC ("Stable"), any and all INSTRUCTORS (Full and Part-time) (collectively, "Equine Professionals"), OWNER of horse(s) used in any activities ("Horse-owner"), and \_\_\_\_\_, ("Participant") and, if Participant is a minor, Participant's parent or guardian, \_\_\_\_\_ ("Guardian"). In consideration of the use of property and facilities located at Castlewood Stables, 15811 Jedberg Lane, Ballwin, MO 63021 ("Premises"), services of Equine Professionals, and use of the horse(s) belonging to Horse-owner, the Participant, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Participant or Guardian, as the case may be, understands that there are INHERENT RISKS in and around equine activities, including but not limited to the propensity of an equine to behave in ways that may result in injury, harm or death of persons, e.g., including but not limited to bucking, biting, kicking, rearing, shying, spooking, falling, as well as the unpredictability of an equine's reactions to such things as medications, sounds, sudden movements, unfamiliar objects, persons, other animals, surface and subsurface ground conditions, collisions with other equines or objects, another participant not maintaining control over the equine or not acting within the participant's ability, and/or acting in a negligent manner.

2. PARTICIPANT OR GUARDIAN, AS THE CASE MAY BE, EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON PREMISES, including but not limited to: the risks of death, bodily injury and property damage that may be caused by but not limited to the following: falls, kicks, bites, collisions with vehicles, horses or other stationary objects, fire or explosion, the examples specified in Section 2, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

3. Participant or Guardian, as the case may be, agrees to indemnify, defend, save, and hold Stable, Equine Professionals, and Horse-owner free, clear, and harmless from and against any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, and demands of any kind whatsoever in connection with, arising out of, or by reason or in any way connected with Participant's use of or presence upon the Premises or connected with or arising out of this Agreement, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property whatsoever, occurring in, upon, about, or in any way connected with the Premises or any portion thereof other than as a direct result of the gross negligence of Stable or Equine Professional. This indemnification clause shall survive expiration or sooner termination of this Agreement with respect to indemnification obligations arising prior to such expiration or termination.

4. WARNING:

**Under Missouri law, an equine professional is not liable. For an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri.**

5. Participant agrees to abide by all posted Stable Rules, and Participant is responsible for using protective gear; (hard hats and boots).

6. I execute this Release and Assumption Agreement with the full understanding that Equine activities are dangerous and that injuries can occur and with full knowledge that horses are unpredictable and dangerous animals and that accidents can and do occur during their handling and riding.
7. Please confirm your express permission for your child to participate in the riding of horses while visiting.  
My Child:  
\_\_\_\_\_ Is permitted to take part in the riding activities  
\_\_\_\_\_ Is NOT permitted to participate in the riding activities

X \_\_\_\_\_  
Participant's Signature Date

\_\_\_\_\_  
Participant's Name (Printed)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home phone Alternate Phone

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Emergency Contact Information