



Kentucky Horse Park Foundation

TRAIL RIDE

Waiver & Release Form

The Kentucky Horse Park Foundation believes in promoting healthy and safe riding habits so we urge all participants to be careful and to know your limits. Please exercise common sense and be safe. All participants of the Kentucky Horse Park Foundation Trail Ride must register, and therefore are acknowledging and agreeing to the following statements:

I acknowledge and agree that the Kentucky Horse Park Foundation, its agents, representatives, volunteers, staff and sponsors cannot assure my safety during participation in riding activities. I acknowledge and agree that participation in the trail ride activities exposes me to risks including, but not limited to, falls, run/walk related injury, conditions of the trails, barns, sidewalks, roads and traffic risks, contact with other participants, effects of weather, darkness and other variable lighting conditions high-heat and/or humidity, and any other such risks, known and unknown. I understand that my participation in the club activities is strictly voluntary on my part, and I am participating at my own risk. I certify that I am physically fit and safely able to participate, and not under the influence of any drugs, alcohol or medications that could adversely affect my health.

I, for myself, my heirs, executors, administrators, successors and assignees, personally assume all risks in connection with participation in the Kentucky Horse Park Foundation Trail Ride, and fully and forever waives all rights against and releases, discharges, and hold harmless the Kentucky Horse Park Foundation, its agents, representatives, volunteers, staff and sponsors from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property, howsoever caused, arising out of, by reason of, or during my participation in club activities whether as a spectator, participant or otherwise, whether or not the claims result from my following any activity, program or exercise on the recommendation of any of the Kentucky Horse Park Foundation parties, whether such claim arises out of events prior to, during or subsequent to said attendance or participation, even if such claims were caused by, contributed to, or occasioned by the negligence, fault or other conduct of the Kentucky Horse Park Foundation parties.

I agree to indemnify, defend and hold harmless the Kentucky Horse Park Foundation, its agents, representatives, volunteers, staff and sponsors from any and all damages, losses, costs, expenses and liabilities incident to claims, demands or causes of action brought by or on behalf of any person or entity, which arise out of or are incident to, or result from my participation in the Kentucky Horse Park Foundation Trail Ride. By signing, I am signing this release and acknowledge and represent that I have read and understand the waiver of liability, and sign it voluntarily as my own free act and deed. I am at least eighteen (18) years of age and fully competent (if not 18), or my parent(s) or guardian(s) agree with the terms of this document.

I expressly grant permission to the Kentucky Horse Park Foundation, and any of their respective designees to record, broadcast and otherwise disseminate, through any form of media, throughout the World and for commercial or non-commercial purposes, any aural or visual depiction of my name, image, likeness, or any combination thereof which results from my involvement in the performance of the activities contemplated under this Waiver and Hold Harmless Agreement for any purpose whatsoever without any compensation of any type to me, my successors, or assigns.



Kentucky Horse Park Equine Activity Release and Hold Harmless Agreement

1. I, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with the Kentucky Horse Park.

2. I understand the potential dangers that I could incur in equine activities, including but not limited to mounting, riding, walking, boarding, feeding and any interactions with other horses. Understanding those risks I hereby release the Kentucky Horse Park and the Kentucky Horse Park Commission, its employees, successors and assigns from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing participate in equine activities at the Kentucky Horse Park.

3. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

4. I recognize that the risk of serious injury is increased by not wearing certified helmet while horseback riding and agree to wear a certified protective helmet at all times while horseback riding.

5. I recognize that the Kentucky Horse Park has various equine professionals and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring in any capacity; falling off horse whether horse is bucking, flipping, or spooked; and/or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.