

**OZARK DRESSAGE SOCIETY RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to participate in any way in equine activities conducted by the Ozark Dressage Society, hereinafter collectively referred to as "ODS," the below signed person agrees:

- 1. I acknowledge "equine activities" include, but are not limited to, all things to do with the horses or other equine (referred to as "equine" hereinafter, as defined by Section 537.325 RSMo: equine is defined as a horse, pony, mule, donkey, or hinny) at any ODS event, or arising out of the training, use or care, custody or control of the equines at any ODS event. "ODS Event" to include mounted and unmounted events (meetings, dinners, banquets, auditing). (initial) _____**

- 2. I acknowledge, agree, and represent that I have or will immediately upon entering the event venue of any ODS event, with or without equine, and continuously thereafter, inspect the event venue and I further agree and warrant that if at any time I am in or about the event venue and I feel anything to be unsafe, I will immediately advise the venue OWNER, or its employee, or an ODS organizer, of such and will leave the premises of my own accord and/or refuse to participate further in the equine activities. (initial) _____**

- 3. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the venue OWNER; ODS board, officers, or members; or any TRAINER, TEACHER, INSTRUCTOR or any persons on the premises, including but not limited to those who care for my equine, or others who may be engaged in equine activities at the event venue, or others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding equine activities at the event venue, and each of them, their agents, spouses, and employees, for all purposes hereinafter collectively referred to as "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, and my personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO PERSON, PROPERTY, OR EQUINE OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO EQUINE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. (initial) _____**

- 4. To the extent that 537.600 RSMo waives sovereign immunity as to dangerous conditions on public/private property and injury arising out of use of automobiles and trailers, I, and my personal representatives, assigns, heirs, and next of kin, EXPRESSLY RELEASE OWNERS AND ORGANIZERS FROM ALL LIABILITY TO ME for injury to person or property or resulting death to me arising out of use of equine activity facilities or any equine activity, WHETHER CAUSED BY THE NEGLIGENCE OF OWNERS OR ORGANIZERS OR OTHERWISE. _____**

- 5. I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, and DAMAGE, OR COST they may incur arising out of or related to the EQUINE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. (initial) _____**

6. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE, including to my equine, arising out of or otherwise related to equine activities whether caused by the NEGLIGENCE OF RELEASEES OR OTHERWISE. I HEREBY acknowledge that equine activities are very dangerous and involve serious injury and/or death and/or property damage. I agree to hold harmless the ODS Board, officers, and members for any injury, death, or property damage that occurs in the course of an ODS event. _____
7. I HEREBY agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of NEGLIGENCE BY RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of Missouri, and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect. (initial)_____
8. I AGREE TO BE RESPONSIBLE FOR MY OWN SAFETY. I agree to follow all rules established by the RELEASEES concerning my use of any equine or equipment or gear while at or on the premises of the ODS event venue. I agree that when mounted on an equine, whether participating in the event or not, I will wear an ASTM approved riding helmet. I will also ensure that any person mounted on my equine while on venue grounds will wear an approved ASTM helmet and have a signed liability waiver on file. (initial)_____
9. I ACKNOWLEDGE THAT RIDING EQUINES IS AN EXTREME SPORT. I understand that it is my responsibility to determine whether my equine is safe to ride and to use proper and safe tack. If any event organizer, judge, clinician, or event venue property owner deems that I or my equine are creating dangerous or unsafe conditions for myself or others, that I may be asked to immediately cease and desist while on venue grounds and forfeit any monies that I may have paid. Being asked to cease and desist does not release me from responsibility for any risk, bodily injury, death, or property damage, including to my equine that may arise out of or related to equine activities. I agree not to rely on RELEASEES or anyone else, to give me advice on the suitability or safeness of my tack or my equine and I have not relied upon them for these purposes. I further understand that even if RELEASEES provide suggestions or advice regarding my tack or my equine that it is up to me to make the final decision and I release RELEASEES who provide suggestions to me. I also agree to advise RELEASEES, or an employee or agent of venue OWNER, or ODS ORGANIZER if I see any frayed or unsafe tack. (initial)_____
10. I agree that this release is in effect until withdrawn by me in writing. (initial)_____

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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW.

Print Equine Participant's Name

Equine Participant's Signature

DATE

(If less than 18 years of age, parent or legal guardian MUST ALSO SIGN).

I am the natural parent or legal guardian of the above named Equine Participant. I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement and fully understand its terms and understand that I have given up substantial rights on behalf of my child/ward. I assume responsibility for my child/ward and on behalf of my child/ward agree to the terms of this document. I agree to indemnify and hold harmless RELEASEES from any liability arising out of my child's /ward's participation in equine activities or arising out of this Release Agreement, WHETHER FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

Print Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian and Date