

Taktur Icelandic Horses, LLC

4209 Dana Rd Crestwood KY 40014

REGISTRATION AND RELEASE FORM

Registration

Participant: _____

Date of Birth: _____

Address:

Phone number: _____

Email: _____

Emergency Contact:

Name: _____

Phone: _____

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AN AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS.

Consent and Waiver of Liability:

There is no time limit on this waiver. It is to be in effect from the date signed.

1. In consideration of participant's registration with Taktur Icelandic Horses, LLC and being allowed to participate in the Program, participant and/or participant's parent(s) or legal guardian(s), hereby waive, release and forever discharge Taktur Icelandic Horses, LLC, its affiliates and its officers, directors, volunteers, contractors, lessors, agents, employees and representatives, as well as independent counselors, and all others ("Released Parties") from any and all claims, demands, losses and damages, and from any liability resulting from any personal injury, property damage or wrongful death occurring to participants or spectators, arising out of participation in the Program, or any activities incidental thereto, wherever or however they occur, whether or not caused by the negligence or other fault of the Released Parties.
2. Participant and/or participant's parent(s)/guardian(s) further agree to indemnify and hold the Released Parties harmless against all liabilities, claims, actions, damages, costs or expenses of any nature arising out of, or in any way connected with, participating in the Program.
3. Participant and/or participant's parent(s)/guardian(s) acknowledge that they understand and assume all risks inherent in horse-related activities, including but not limited to bodily injury, partial or total disability, paralysis, and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. Participant and/or participant's parent(s)/guardian(s) further acknowledge, understand and assume the risks arising from the conditions and use of the facilities and/or its equipment and the horses. It is further acknowledged that there may be risks and dangers not known or are not reasonably foreseeable at this time.
4. Participant and/or participant's parent(s)/guardian(s) acknowledge that included within the scope of this agreement is any cause of action, arising from the performance, or failure to perform, of maintenance or inspection of the facilities, equipment and/or horses, the failure to warn of dangerous conditions existing at the premises, for negligent supervision or instruction by the Released Parties, for personal injury, property damage or wrongful death to spectators, and incidents that occur within the facility, barns, horse stalls, and other areas associated with the Program. It is the purpose of this agreement to exempt, waive and relieve Released Parties from liability for personal injury, property damage, and wrongful death caused by negligence, including the negligence, if any, of the Released Parties.
5. The undersigned hereby authorizes emergency medical care at the cost of the undersigned, should the need arise.
6. The undersigned expressly agrees that the foregoing agreement is governed by laws of the Commonwealth of Kentucky and is intended to be as broad and inclusive as is permitted by Kentucky law, and that in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of this agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. IT IS RECOMMENDED THAT ALL RIDERS WEAR AN ASHA APPROVED PROTECTIVE HELMET. THE UNDERSIGNED ACKNOWLEDGES THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR THE SAFETY OF THE PARTICIPANT.

8. I have read this document. I understand it is a promise not to sue and to release and indemnify the Released Parties for all claims. I have made a free and deliberate choice to sign the Release as a condition to allow me or my child to ride or handle a horse and participate in the Program. I have concluded that the risks involved and this agreement is worth the pleasure of the horseback riding experience and acknowledge that the same is valuable consideration for this agreement. I further agree that jurisdiction and venue for any action arising as a result of this Contract shall be in Kentucky. I further agree that all disputes shall be settled by Mediation and the signatories give up their right to sue in a court of law.

WARNING: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury or participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

Signature of Client/Participant

Date:

Parent/Guardian

Date: