



# Kearney Saddle Club



## Equine Activity Liability Release & Membership Form

**This form must be read, understood, and signed before you can become a member and allowed to participate in the Club's activities.**

This is a waiver of your legal rights and an agreement not to sue. Serious injury or death may result from riding or being around horses. This liability release form is the result of our increasing awareness of the potential dangers and liability associated with equine activities. For the purpose of this liability release, the term "sponsor" shall refer to the Kearney Saddle Club, its directors, officers, and members. The purpose of the Kearney Saddle Club (KSC) is to:

- Ride for pleasure
- Foster interest in pleasure horses
- Promote safety on and around horses

### **DEFINITIONS:**

The term "horse" herein shall refer to all equine species. The term "horseback riding" herein shall include, but not be limited to, the tacking, harnessing, leading, riding, handling or placing oneself in close proximity (i.e. touching distance) of any horse, pony, mule, or donkey, whether from the ground or mounted. The term "horseback riding" shall also be deemed to include driving and/or riding as a passenger in any non-motorized vehicle, including but not limited to carts, buggies, carriages, sleds, shovels, etc., pulled and/or otherwise moved by a horse. Driving or riding as a passenger on a vehicle moved by a horse shall be deemed participation in an equine activity covered by the liability protections under RSMo 537.525 et Seq. To the extent a sponsored event takes place outside of the State of Missouri, I contractually agree that interpretation of liability shall be confined to the parameters of RSMo 537.525 et Seq.

Activity Risk - I understand that equestrian activity is classified as a "Rugged Adventure Recreational Sport Activity" with numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Furthermore, concerning the:

Nature of horses – I understand that NO HORSE IS A COMPLETELY SAFE HORSE. It has been reported that horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a participant falls from the horse and/or cart, carriage, buggy or similar non-motorized vehicle, it will generally be at a distance between 3½ to 5½ feet. The impact may result in injury to the participant. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed, shifting its weight, bucking, rearing, kicking, biting, running from danger, and/or colliding with other horses, people or objects.

Conditions of nature – I understand that the sponsor is not responsible for acts, occurrences or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include thunder, lightning, rain, wind, wild and domestic animals, insects, other people and/or horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land which is subject to constant change according to weather, temperature, natural and man-made objects. The sponsor has not inspected, and makes no representations or warranties concerning the safety or condition of any trail, camping site, arena and/or other location of events.

Objects and noises – I understand that participants are advised not to carry loose items which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring the horse. Some examples are cameras, hats, toys, purses, balloons, and umbrellas. Participants should not make sharp or loud noises such as screaming or yelling which may scare a horse. I also understand that most events involve numerous horses and participants, that the surroundings may be likened to parade-type environments which may excite the horse, and that this excitement may increase the possibility of the horse reverting to inherent behavior as defined above which may result in my injury or death.

Saddle girths, and tack – I understand that saddle girths (saddle fasteners around horse's belly) or other tack or harness may loosen during a ride, and it is my responsibility to routinely check or adjust these items.

**EMERGENCY MEDICAL CARE:**

The participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity.

**LIABILITY RELEASE:**

In consideration of the sponsor allowing my participation in the club's activities, whether for compensation or not, under the terms set forth herein, I, the participant, and the parent or legal guardian thereof if a minor, do agree to indemnify and hold harmless the sponsor, its owners, agents, employees, officers, premises owners, insurers, and affiliated organizations (herein sponsor and affiliates) from any and all liability, loss, damage, claims, demands, including court costs and attorney fees, resulting from injury of any nature that I, or my minor child, may sustain due to any acts or omissions, negligent or otherwise, of the sponsor and affiliates. I further agree that I shall bring no claims, demands, actions and causes of action and/or litigation, against economic and non-economic losses due to bodily injury, death, and/or property damage, sustained by me and/or my minor child or legal ward, any family member, invitee or guest of the same, arising in any manner out of my participation in this or other events coordinated by the sponsor.

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participants. This Agreement shall be effective in its entirety during the participant's membership period.

**PROTECTIVE HEADGEAR:**

I, for myself and/or on behalf of my child and/or ward, am aware of the benefits of wearing protective headgear (ASTM protective riding helmet) and do understand that the fitting or wearing of such protective headgear while mounting, riding, dismounting, driving, riding as a passenger in a cart or buggy, and/or otherwise being in the direct proximity of horses, may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. I understand that the fitting of protective headgear, regardless of provider, is solely MY responsibility.

**MISSOURI EQUINE ACTIVITY LIABILITY ACT WARNING**

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. RSMo537.325

**KANSAS DOMESTIC ANIMAL ACTIVITY LIABILITY ACT WARNING**

WARNING: Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to KSA 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity. Inherent risks of domestic animal activities include, but shall not be limited to: (1) the propensity of a domestic animal to behave in ways i.e. 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; (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (3) certain hazards such as surface and subsurface conditions; (4) collisions with other domestic animals or objects; and (5) 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 domestic animal or not acting within such participant's ability. KSA 60-4004



### Liability Release & Membership Form

**I have read, understand and will follow the foregoing three page agreement, warnings, release and assumption of risk.**

\_\_\_\_\_  
Print participant's name (age if a minor) \_\_\_\_\_ Signature of participant \_\_\_\_\_ / /  
Date

\_\_\_\_\_  
Full address (street, city, state, and zip code)

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Home Phone Cell Phone Work Phone

\_\_\_\_\_  
Email address All correspondence will be sent via email.

Please visit our website at <http://kearneysaddleclub.ning.com>, and click on "set-up" to sign up for your personal webpage. Upon receipt of this completed form and your annual dues, you will have full access to our website where you can view club events, etc...

\_\_\_\_\_  
Emergency Contact – Name and relationship (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Phone

**If participant is a minor (under 18 years old), both parents or legal guardians must sign. Your signature also acknowledges that anyone under 18 will be required to wear a helmet while on or in close proximity of horses.**

\_\_\_\_\_  
If participant is a minor, printed names of both parents and/or legal guardians (list relationship)

\_\_\_\_\_  
Signature of both parents and/or legal guardians \_\_\_\_\_ / /  
Date

\_\_\_\_\_  
Full Address of both parents and/or legal guardians; if different from participant's address

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Home Phone Cell Phone Work Phone

**Note - Page 4 and 5 along with your annual membership dues need to be mailed to our Treasurer.**

**Optional**

Please fill out the following questionnaire so the Kearney Saddle Club will have your input to assist in planning future events.

Activities or interests:

General comments:

Please return Pages 4 and 5 along with your annual membership dues to:

Kearney Saddle Club  
% Julia Lombardo  
11008 Eldridge Road  
Excelsior Springs, MO 64024

Annual Membership Dues (calendar year):

Single Membership	\$15.00
Couple Membership	\$20.00
Family Membership	\$25.00