

Stephens College

WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Is A Waiver of Your Legal Rights, And An Agreement Not To Sue Serious Injury Or Death May Result From Riding Or Being Near Horses

STEPHENS COLLEGE and _____(INSERT NAME),
hereinafter referred to as EQUESTRIAN PARTICIPANT, agree to the following terms,
conditions, and waivers.

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. In addition, this Agreement contains a Waiver and Release of ANY and ALL CLAIMS related to EQUESTRIAN PARTICIPANT'S participation in equine activities, including, BUT NOT LIMITED TO, CLAIMS THAT MAY ARISE DUE TO THE INHERENT RISKS OF EQUINE ACTIVITIES AND CLAIMS THAT MAY ARISE FOR ANY OTHER REASON.

The undersigned acknowledges there are inherent risks associated with equine activities, including, but not limited to those described below, and hereby expressly assumes all risks associated with participating in such activities. Inherent risks include, but are not limited to: the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, bolting, falling or stepping on, and other such unpredictability, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; the limited availability of emergency medical care; and the potential of EQUESTRIAN PARTICIPANT to act in a negligent manner that may contribute to injury to the EQUESTRIAN PARTICIPANT or others, such as failing to maintain control over the animal or not acting within the EQUESTRIAN PARTICIPANT 's ability.

EQUESTRIAN PARTICIPANT further acknowledges that the behavior of any animal is contingent to some extent upon the ability of EQUESTRIAN PARTICIPANT, and assumes all risk associated with EQUESTRIAN PARTICIPANT'S personal abilities, or limitations thereto. EQUESTRIAN PARTICIPANT warrants a full and fair disclosure of EQUESTRIAN PARTICIPANT'S abilities shall be made to STEPHENS COLLEGE.

EQUESTRIAN PARTICIPANT expressly acknowledges that he/she understands that while enrolled or participating in equine activities and events at STEPHENS COLLEGE, EQUESTRIAN PARTICIPANT may be exposed to additional risks, including, but not limited to, faulty equipment, negligent acts by agents of STEPHENS COLLEGE, or other risks that are not inherent to equine activities.

EQUESTRIAN PARTICIPANT expressly agrees that he/she will abide by and follow STEPHENS COLLEGE rules and regulations, which shall be posted and/or available upon request. EQUESTRIAN PARTICIPANT also agrees that he/she will follow all instruction and other directives by STEPHENS COLLEGE's equestrian professionals.

EQUESTRIAN PARTICIPANT expressly agrees that prior to participation in any equine activity at STEPHENS COLLEGE, he/she will notify the Coordinator of Equestrian Operations at STEPHENS COLLEGE of any and all medical issues that may impact EQUESTRIAN PARTICIPANT'S ability to participate in equine activities. Relevant medical issues include, but are not limited to, the following: arthritis, asthma, attention deficit hyperactivity disorder, diabetes, epilepsy, hearing loss, impaired vision, muscular and neuromuscular disabilities, heart conditions, pregnancy, scoliosis, and vertigo. EQUESTRIAN PARTICIPANT further agrees that he/she will cooperate with STEPHENS COLLEGE in providing relevant medical information to assist STEPHENS COLLEGE in determining the appropriateness, and/or the extent of, EQUESTRIAN PARTICIPANT'S participation in equine activities at STEPHENS COLLEGE. EQUESTRIAN PARTICIPANT warrants and represents that he/she understands that failure to provide requested medical information may result in STEPHENS COLLEGE prohibiting EQUESTRIAN PARTICIPANT from participation in equestrian activities at STEPHENS COLLEGE. EQUESTRIAN PARTICIPANT warrants that he/she will abide by the determination of STEPHENS COLLEGE with regard to the appropriateness of EQUESTRIAN PARTICIPANT'S participation in equine activities related to medical concerns.

Waiver and Full Release of Any and All Claims

In consideration of being permitted to participate in equine activities, EQUESTRIAN PARTICIPANT in full recognition and appreciation of the dangers and hazards related to participation in equine activities to which EQUESTRIAN PARTICIPANT may be exposed during enrollment or participation in such activities at STEPHENS COLLEGE, **does hereby agree to hold harmless STEPHENS COLLEGE and all its trustees, officers, agents, and employees and further release them from any and all liability or responsibility for accident, damage, injury, illness or death to the undersigned that may occur for any reason during the period of EQUESTRIAN PARTICIPANT'S enrollment or participation in equine activities at STEPHENS COLLEGE.**

EQUESTRIAN PARTICIPANT further assumes all risks in connection to participation in any and all equine activities, programs, courses and events at STEPHENS COLLEGE, and expressly waives any claims for an injury or loss arising from such.

EQUESTRIAN PARTICIPANT further agrees for self and on behalf of heirs, personal representative(s) and assigns to defend, hold harmless, indemnify, release and forever discharge STEPHENS COLLEGE and all its trustees, officers, agents, and employees from and against any and all claims, demands, and actions or causes of action, on account of damage to personal property, personal injury or death which may result from participation in equine activities or from transportation to or from said activities during the period of enrollment or participation in equine activities at STEPHENS COLLEGE.

Failure to notify the Coordinator of Equestrian Programs at STEPHENS COLLEGE of any and all medical issues that may impact the EQUESTRIAN PARTICIPANT'S ability to participate in equine activities shall be deemed to constitute an acknowledgement that STEPHENS COLLEGE does not have and does not assume any responsibility for any injury to detrimental medical effect to a EQUESTRIAN PARTICIPANT related to participation in equine activities.

By signing below, EQUESTRIAN PARTICIPANT acknowledges that he/she has fully read and understood this Agreement, and further, that he/she expressly waives any and all claims against STEPHENS COLLEGE and all its trustees, officers, agents, and employees for accident, damage, injury, illness or death to the EQUESTRIAN PARTICIPANT that may occur for any reason during the period of EQUESTRIAN PARTICIPANT 'S enrollment or participation in equine activities at STEPHENS COLLEGE.

EQUESTRIAN PARTICIPANT NAME

(Print) _____ Date of Birth _____
ADDRESS _____ PHONE _____

EQUESTRIAN PARTICIPANT

Signature _____
Date _____

If EQUESTRIAN PARTICIPANT is under 18 years of age, parent or guardian signature is required:

PARENT/GUARDIAN (Print) _____
ADDRESS _____ PHONE _____

Parent/Guardian Signature _____

Date _____