

PLEASE READ THIS CAREFULLY.

Little Britain Stables, LLC

5309 Idlewild Road
Burlington, Kentucky 41005

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read this agreement carefully before signing it. Your signature indicates that you read this agreement, that you understand this agreement, and that you agree to the terms of this agreement by signing below. By signing this agreement, you (and your child if applicable) are giving up certain legal rights, including, but not limited to the right to recover damages in case of injury, death, or property damage for any reason, including, but not limited to the negligence of any subsidiaries or owners, Little Britain Stables, LLC, its representatives and agents.

KRS 247.4027 states:

“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 of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.”

I, _____¹(Hereinafter the Undersigned), and if
applicable my minor child, _____², reside at
_____³.

In consideration for allowing me (and/or my minor child if applicable) to be in close proximity to horse(s), to ride, and/or handle horse(s) or other animals located at the stables located at 5309 Idlewild Road, Burlington, Kentucky 41005, and on behalf of myself, and/or my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

1. Acknowledges and accepts the risks and hazards, and dangers inherent in equine activities (including but not limited to horseback riding, the handling of a horse, or being in close proximity to a horse), including, but not limited to the propensity of horses to behave in ways that may result in an injury or harm to, or the death of persons on or near the horse or result in injury or death to other animals.
2. Acknowledges that it is my responsibility to inform personal guests of these risks as well.

¹ Invitee or person allowing on property

² Name of the minor child of the Invitee

³ Street Address of Invitee

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3. Acknowledges that I have been given a copy of the rules for Little Britain Stables, LLC and that I have reviewed them and given a copy and gone over these rules with my child/children, personal guests, and all children in my care.
4. Acknowledges the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
5. Acknowledges that equines, without warning or any apparent cause, may buck, stumble, kick, run, make unpredictable movements, bite, rear, charge, fall, shy, collide, step on persons or other animals, spook, jump obstacles, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider/ handler or spectator to be injured, fall or be jolted resulting in serious injury or death to the undersigned or any person within close proximity of a horse.
6. Acknowledges the unpredictability or a horse's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals, hazards, such as surface and subsurface ground conditions, collisions with other horses, animals or objects and the potential of another horse owner to not maintain control over its horse or horses.
7. Owner expressly acknowledges and assumes all risks involved in or arising from the use by owner or owner's horse, or their presence upon stable property and facilities, including without limitation: equine related risks, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency or other medical care and the negligence and/or the deliberate act of a person.
8. Acknowledges that I am voluntarily assuming the risk and danger of injury or death for myself and my child, if applicable, inherent in the handling, riding of the horse, or being in close proximity to a horse or on the property of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear. I further understand that it is my responsibility to be instructed in the proper methods of handling and riding a horse, and that I should wear proper safety equipment at all times while riding horses, including, but not limited to a helmet and riding boots, and that it is my sole responsibility to obtain safety equipment and safety instruction for this sport.
9. Acknowledges that it is recommended that all riders wear a protective helmet. All minors must wear protective helmets. I do understand that not wearing an SEI Certified – ASTM Equestrian Helmet and/or proper riding equipment increases the risk of serious injury and/or death. **IF THE RIDER REFUSES TO WEAR PROTECTIVE HEADGEAR IT IS AT THEIR OWN RISK.**
10. Releases Stable, and any representatives and/or agents of such from any claim that Stable, and any employees and/or agent of such were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or

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adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Stable, and any representatives and/or agents of such or being on the property of the Stable, which resulted in loss, damage, injury or death.

11. Acknowledges that I am responsible for maintaining control of the horse that I ride or lead around; and that the instructor or any other person will not be held liable.
12. Acknowledges that in the ordinary course of business, motor vehicles (with or without horse trailers) continuously enter and exit the property in close proximity to the areas and in the same areas in which horses are kept, groomed or ridden. Furthermore, tractors and other machinery are used on a daily basis in the operation, maintenance and repair of the property. I also understand that people are working, walking, running, riding, handling horses, lunging horses, "turning out" horses, and that dogs bark, flags and other objects wave and other activities and conditions not limited to the above listed items may cause horses to react in an unpredictable and dangerous manner without warning.
13. Acknowledges that I will release, discharge, and promise not to sue the Stable, any representatives and agents of such, for any loss, damage, injury (including death) or cost to me or my child, arising out of the handling or riding of a horse or being in close proximity to a horse or on the property of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, and equipment.
14. Acknowledges that I will indemnify, and save and hold harmless the Stable, any representatives, and agents of such from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding a horse or being in close proximity to a horse or on the property of the stable or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided therewith from or contributed to by me or my child's own negligence.
15. Agrees to abide by and follow any instructions given or rules established by the Stable, any representatives, and agents, regarding my or my child's riding or handling of the horse or being in close proximity to a horse or on the property of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.
16. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the State 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 remainder of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. It is also expressly agreed that the venue for all legal proceedings arising from this agreement shall be Boone County, KY.
17. Acknowledges that this document is a contract and agree that if a lawsuit is filed against the Stable, any employees, and agents for any injury or damage in breach of this contract, the

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undersigned will pay all attorney's fees, costs and expenses incurred by the Stable in defending such an action.

18. Any other Release and Waiver of Liability and/or Release and Indemnity Agreement signed by the parties is incorporated herein by reference and made a part hereof as if fully set forth at length herein.

I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, DISABILITY, DEATH, DAMAGE AND LOSS THAT MAY RESULT TO ME AND/OR MY CHILD AND/OR MY HORSE OR PROPERTY OR ANY OTHER PERSONS AND THEIR HORSE OR PROPERTY CAUSED BY ANY SUCH REACTION OF MY HORSE OR OF ANY OTHER HORSE UNDER MY CONTROL. I am aware and understand that rain, runoff, or over-watering may cause the riding surface of the rings and grounds to become slippery, and that the slippery nature of the riding surface may not be apparent upon visual inspection. I am also aware and understand that the roads, grounds and fields at the property any at any time be wet, slippery, rutted, eroded, rocky or contain holes.

I have read this document. I understand it is a promise not to sue and to release and indemnify the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver of Liability as a condition to Little Britain's Stables, LLC allowing me and/or my child to ride, handle, and/or be in close proximity to horse(s). I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of enjoying horses and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Printed Name: _____ Date: _____

Signature: _____

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RULES FOR LITTLE BRITAIN STABLES, LLC

1. No smoking on the property;
2. No running or “horseplay” in the stable or other restricted areas;
3. No unauthorized entry of the stalls, paddocks, or other unsupervised areas;
4. The property is a family friendly environment. At all times no belligerent, malicious, defamatory, lewd, vulgar, profane, racist, or otherwise objectionable conduct or language will be tolerated.
5. The horse owner hereby consents that his/her conduct will at all times be dignified and civil, and hereby authorizes his/her immediate expulsion and permanent exclusion from the property grounds if he/she breeches this agreement.
6. Boarders will be held solely responsible for any of their guests on the property grounds at all times.
7. RELEASE FORMS:

Release forms are required for ANY PERSON who comes on to the property grounds. Boarders are responsible for ensuring each of their guests fill out release forms prior to their arrival. See Stephanie England for forms if you cannot locate them in the stable.

8. ATTIRE:

Proper equestrian shoes/footwear shall be worn at all times while on the property grounds. Anyone not wearing proper shoes/footwear understand that there is risk involved, that includes but is not limited to being stepped on by a horse.

It is the responsibility of all riders to wear protective headgear at all times for any type of riding. All riders understand that there is an inherent risk when riding and that it is recommended to always wear a properly fitted and approved riding helmet. If no approved protective equestrian helmet is worn it is at the rider’s own risk. All children must wear a helmet – no exceptions.

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9. APPROPRIATE CLOTHING IS REQUIRED.

No bathing suits, excessively revealing clothing, or any clothing deemed inappropriate by management will be allowed.

10. TRAIL COURSE:

The trails located on the property are available for your use. Please check with stable as sometimes the trails are closed for various reasons.

11. TRAINERS/ INDEPENDENT CONTRACTORS:

Only insured trainers who have received approval from stable management may train and/or instruct on property grounds.

12. HORSE HANDLING, RIDING, BLANKETING, SUPPLEMENTING, ETC:

Horse owner MUST be present if you are to handle a horse other than your own. This includes blanketing, riding, handling, supplementing, etc. The exception to this rule – you must have a signed and dated authorization from the owner allowing you to handle/ride another's horse.

13. PERSONAL ARTICLES:

Little Britain Stables, LLC, its representatives and agents are not responsible for personal articles that are lost or stolen.

All tack and supplies, with exception of the halter, lead rope and/or blanket, are to be stored in the tack area assigned to you for your use.

Do not borrow equipment from anyone, including stable, without getting permission.

14. MAINTENANCE:

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It is the shared responsibility of the guests, boarders, and Stable to report any problems or maintenance issues regarding broken jumps, gates, stalls, hazards, etc.

15. **CONCERNED BOARDERS:**

If a boarder has any problems or concerns pertaining to their horse's stall, feed, or well-being, it is their responsibility to inform Stephanie England in person or through a written letter/note. At no time should the boarder request such change or information from the stable representatives, as they will not have the authority to act upon or change such policy or procedure.

16. **HOURS:**

The property will open at 6 AM and close at 11 PM. The boarding property is open to boarders during these hours. If anyone wants to access the facilities outside these hours, please contact Stephanie.

17. **CHILDREN SUPERVISION:**

ALL CHILDREN MUST BE UNDER ADULT SUPERVISION AT ALL TIMES WHILE ON THE PROPERTY GROUNDS. Any child under age 12 must remain within arm's reach of a supervising adult at all times.

It is not the responsibility of the Stable, its other borders, or its' staff to supervise children while on property grounds.

18. **STORAGE:**

Do not leave feed bags or bags of bedding outside of your stall or tack area.

19. **CLEANLINESS:**

It is the responsibility of the boarder/owner to ensure that all areas used for clipping or shoeing are cleaned to their respective state upon completion. Turn off all water when done and make sure your horses' stall door is secure. Brooms and rakes are available, and please return them when finished. Muck buckets are for manure only; please put trash in designated trash cans.

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Please remind your farrier to clean up and use a magnet to pick up metal nails and fines.

20. VEHICLE USAGE AND PARKING:

Motor driven vehicles, with the exception of Stable's, Vet's, Farrier's, and Trainer's vehicles, are to be confined to the roads and parking locations within the property grounds.

21. DOGS:

Management must approve any dog on the property prior to the animal coming onto the property.

22. SAFETY:

It is the responsibility of the boarder to ensure that proper arena etiquette is maintained. Any horse and/or rider that is deemed hazardous or a danger to other riders and or its' participants may be asked to leave by Stable personnel.

Additional arena etiquette rules are posted in the barns and shall be followed.

23. PAINTING/ REMODELING OF STALLS & TACK SHEDS:

Boarders are not permitted to paint or add any additions to any stalls or tack areas without prior written approval by manager.