

# WEST END FARM, LLC

12001 Donahoo Rd., Kansas City, KS 66109

Telephone: (913) 257-8038 [www.westendfarmkc.com](http://www.westendfarmkc.com)

(hereinafter "Stable")

Donahoo Land LLC 2112 W 61st Terrace Shawnee Mission, KS 66208

(hereinafter "Premise Owner")

11901 and 12001 Donahoo Road, Kansas City, KS 66109

(hereinafter "Premises")

## **GUEST/NON-BOARDER LIABILITY WAIVER & RELEASE**

**PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.**

**YOUR SAFETY CANNOT BE GUARANTEED.**

**EVENT SPONSOR: This STABLE, or any Organization, Host, and/or premise owner(s) providing on or off-site facilities for STABLE sponsored events in which Guest is participating.**

**HOST: If Host is a current boarder/OWNER, identify Host's name:**

\_\_\_\_\_  
GUEST (Participant's) Name:

\_\_\_\_\_  
Age: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
E-mail: \_\_\_\_\_

If Guest/Participant is under 18, name of parents or guardians:

\_\_\_\_\_

\_\_\_\_\_  
Guest/Participant Emergency Contact Information:

\_\_\_\_\_

(Name)

(Relationship)

(Telephone)

### **I. PLEASE IDENTIFY PARTICIPANT'S RIDING EXPERIENCE:**

\_\_\_\_\_ Beginner    \_\_\_\_\_ Novice    \_\_\_\_\_ Intermediate    \_\_\_\_\_ Advanced

- Beginner: No or limited prior riding experience
- Novice: Limited prior experience including basic tacking of horse; mounting; and controlling calm horse at a walk/trot, stop and back.
- Intermediate: In addition to Novice skills above, can handle calm to moderately spirited horse at a walk, trot, canter, stop and back; and has beginning familiarity with more advanced riding skills such as lead cues and changes, posting diagonals (English only), turn on the forehand, turn on the haunches, side-pass, low obstacle negotiation, etc.; as well as beginning proficiency at riding different horses with different temperaments and/or in differing environments.
- Advanced: Demonstrates a proficiency in all intermediate skills, as well as a high comfort level in handling and riding horses with differing temperaments, including spirited, green and/or problem horses, and in different environments, including indoor/outdoor arenas, pasture or outdoor recreational riding, show-ring experience, etc.

### **II. SAFETY HELMETS:**

STABLE requires that certified protective headgear be worn at all times while mounted.

**III. STATUTORY WARNINGS: I HAVE READ AND ACCEPT THE FOLLOWING STATUTORY ASSUMPTION OF RISK RELATED TO DOMESTIC ANIMAL ACTIVITIES IN KANSAS, PER K.S.A. §60-4002 et. seq. (1994):**

**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 sections 1 through 4. 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 domesticated 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.”

**IV. LIABILITY RELEASE & INDEMNIFICATION AGREEMENT:**  
GUEST/PARTICIPANT UNDERSTANDS THAT EQUINE ACTIVITIES CAN BE DANGEROUS, DESPITE ALL CARE TAKEN BY STABLE. DUE TO THEIR SIZE AND UNPREDICTABLE NATURE, HORSES CAN REACT IN UNEXPECTED WAYS. PERSONAL PROPERTY CAN ALSO EASILY BE MISPLACED OR DAMAGED FOR MANY DIFFERENT REASONS. GUEST/PARTICIPANT ASSUMES FULL PERSONAL RESPONSIBILITY FOR ALL INJURIES, INCLUDING DEATH, AND/OR PERSONAL PROPERTY DAMAGE WHICH MAY OCCUR EITHER ON THE PREMISES OR WHILE ENGAGING IN STABLE ACTIVITIES OFF-PREMISES. OFF-PREMISE ACTIVITIES INCLUDE ANY COMPETITIONS IN WHICH STABLE OR STABLE EMPLOYEES OR AGENTS ARE FACILITATING GUEST/PARTICIPANT’S PARTICIPATION. AS A CONDITION PRECEDENT TO GUEST/PARTICIPANT UTILIZING THESE PREMISES AND/OR PARTICIPATING IN STABLE ACTIVITIES, ON OR OFF-PREMISES, GUEST/PARTICIPANT AGREES ON BEHALF OF GUEST/PARTICIPANT AND/OR GUEST/PARTICIPANT’S MINOR CHILDREN AND LEGAL WARDS THAT GUEST/PARTICIPANT WILL NOT BRING A CLAIM OR INITIATE LITIGATION OF ANY KIND AGAINST STABLE, PREMISE OWNERS, AND/OR THEIR RESPECTIVE MEMBERS, OFFICERS, TRAINERS, INDEPENDENT CONTRACTORS, BARN MANAGERS AND/OR OTHER EMPLOYEES (HEREINAFTER “THE RELEASED PARTIES”), FOR ANY REASON, INCLUDING INSTANCES WHICH ALLEGEDLY INVOLVE THE NEGLIGENCE OF THE RELEASED PARTIES.

**V. APPLICABLE LAW, JURISDICTION, VENUE, ARBITRATION:** - This contract shall be construed and governed by the laws of the State of Kansas. Jurisdiction and venue for all disputes connected with this contract shall be proper in the county or district in which Stable is located. Guest/Participant agrees that STABLE may, at its sole option, elect to submit any dispute arising out of this Waiver and Release to binding arbitration. STABLE shall be entitled to recover its reasonable attorney’s fees and costs incurred in enforcing any provision of this Agreement.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

\_\_\_\_\_  
Guest/Participant’s Signature      Date

If Guest/Participant is a minor, signature of BOTH of minor’s parents or legal guardians is also required:

\_\_\_\_\_  
Mother's Name (Print)

\_\_\_\_\_  
Mother's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Father's Name (Print)

\_\_\_\_\_  
Father's Signature