

# Jester Park Equestrian Center Equine Release and Hold Harmless Agreement

## WARNING

**UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTIC ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTIC ANIMAL ACTIVITY.**

Name (Please print): \_\_\_\_\_ Age (If minor): \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

I understand that activities involving horses carry inherent risks and can be potentially dangerous despite all safety precautions. A horse may behave in a manner that result in damages to property or an injury or death to a person. Risks associated with the activity may include but are not limited to injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, or butting.

The horse may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects. The horse also may react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the horse or failing to act in a manner consistent with the person's abilities.

I represent that I am in good physical condition, and I am not aware of any disease or injury that would be aggravated or result in my being incapacitated or injury that would be aggravated or result in my being incapacitated or injured during any program participation except as designated herein.

There also are risks that I, my child or my ward may take while mounting, leading, riding, feeding or otherwise interacting with horses. I also understand that I, my child or my ward can help to minimize the risks by carefully following the direction of the staff and wearing an ASTM/SEI certified safety helmet.

I hereby grant permission and authority to Jester Park Equestrian Center and those acting on its behalf to obtain prompt medical attention in the event I, my child or my ward may become injured. Should medical treatment be required during or following my, my child's or my ward's participation in an activity associated with Jester Park Equestrian Center, I agree that I and/or my, my child's or ward's insurance company shall pay for any and all expenses related thereto. My, my child's and/or my ward's insurance company and policy number are

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **Jester Park Equestrian Center Equine Release and Hold Harmless Agreement**

In consideration of Jester Park Equestrian Center allowing the participant to participate in this activity, I, on behalf of the participant, myself, the participant's and/or my heirs, personal representatives, and assigns, hereby agree to hold harmless, release and discharge Jester Park Equestrian Center, its employees, directors and anyone associated, either directly or indirectly, with Jester Park Equestrian Center from any and all claims, demands, causes of action, and liability, whether the same be known or unknown, anticipated or unanticipated, due to Jester Park Equestrian Center and its representatives' ordinary negligence. I further agree, except in the event of Jester Park Equestrian Center's gross negligence or willful misconduct, that I will not bring any claim or legal action against Jester Park Equestrian Center, its employees, directors or anyone associated with Jester Park Equestrian Center.

The terms of this agreement shall be construed as the entire agreement and may not be altered, amended or modified except in writing and signed by both parties. This agreement shall be governed by the laws of the state of Iowa and shall remain in effect for each activity with Jester Park Equestrian Center whether on or off the premises of 11171 NW 103<sup>rd</sup> Court, Granger, Iowa.

I consent to and authorize the use and reproduction of any and all photographs and/or audiovisual materials taken of me, my child, my ward or my representatives by Jester Park Equestrian Center. Consent: Yes \_\_\_\_\_ No \_\_\_\_\_

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**WE EACH HAVE READ THE FOREGOING RELEASE AND HOLD HARMLESS AGREEMENT, AND WE UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THE SAME.**

**CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING!**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian (if minor): \_\_\_\_\_ Date: \_\_\_\_\_

For Jester Park Equestrian Center

By: \_\_\_\_\_ Date: \_\_\_\_\_