

**DOGWOOD CANYON NATURE PARK**  
**LIABILITY WAIVER AND RELEASE OF FUTURE CLAIMS**

ACTIVITY: HORSEBACK RIDING

\* \* \* Please Read Carefully \* \* \*

**THIS IS A LIABILITY WAIVER AND A RELEASE OF FUTURE CLAIMS AGAINST DOGWOOD CANYON FOUNDATION AND DOGWOOD CANYON, LLC. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. NEITHER DOGWOOD CANYON FOUNDATION NOR DOGWOOD CANYON, LLC GUARANTEES YOUR SAFETY.**

THIS LIABILITY WAIVER AND RELEASE OF FUTURE CLAIMS (hereinafter "Release") is hereby entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Dogwood Canyon Foundation, Dogwood Canyon, LLC, and their parent companies, subsidiaries, affiliates, officers, directors, employees and agents (hereinafter collectively referred to as "Dogwood Canyon") and "Participant," who is the person identified below:

Participant's Name \_\_\_\_\_ Age: \_\_\_\_\_ Weight: \_\_\_\_\_

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

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

If Participant is under 18, name of parents or guardians: \_\_\_\_\_

WHEREAS, Participant desires to voluntarily participate in horseback riding at Dogwood Canyon Nature Park (hereinafter referred to as "the Activity"). For purposes of this Release, the Activity shall also include: (1) the selection of the Participant's horse; (2) the instructions provided to Participant; (3) the determination of the Participant's ability to engage safely in the equine activity and the ability of the Participant to safely manage the particular equine based on Participant's age, obvious physical condition or Participant's representations of his/her ability; (4) the selection, use, maintenance, affixation and adjustment of all tack (saddles, girths, stirrups, bridles, halters, reins, bits, harnesses, martingales, breastplates, etc.); (5) Dogwood Canyon's supervision and control of the horses and other Participants; and (6) any other matter or thing related to or incidental to any of the foregoing.

NOW, THEREFORE, in consideration of the use of Dogwood Canyon's facilities, equipment, animals, participation in the Activity itself and other good and valuable consideration, the receipt and legal sufficiency of which being hereby acknowledged, Participant agrees as follows:

**SECTION 1: REPRESENTATIONS AND ACKNOWLEDGMENTS OF PARTICIPANT:**

**By signing below, Participant represents, acknowledges and agrees as follows:**

- A. That Participant is required to obey all posted signs and verbal instructions from Dogwood Canyon staff, as a condition of participating in the Activity.
- B. That all representations made in this Release are true and correct as of the date hereof.
- C. That all Participants shall be subject to the following minimum age and maximum weight requirements:
  - 1) One Hour Trail Ride - 8 years of age / 260 pound maximum
  - 2) Lunch Trail Ride - 10 years of age / 250 pound maximum
- D. That Dogwood Canyon recommends that all adult participants (ages 18 and over) wear ASTM-approved safety helmets while engaging in equine activities. **Dogwood Canyon REQUIRES all Participants under the age of 18 to wear safety helmets. This requirement may not be waived by a parent or guardian.**

Adult Participant has:

Provided own safety helmet     Used Stable-provided helmet     Declined helmet

Minor Participant has:     Provided own safety helmet     Used Stable-provided helmet

- E. That for the safety of the participant and unborn child, Dogwood Canyon does not allow pregnant women to participate in this Activity.
- F. That this Release is a contract, and by signing below and participating in the Activity, Participant is giving up certain legal rights to sue or seek damages or any other compensation from Dogwood Canyon for its negligence in the event of injury or death to

**(CONTINUED ON BACK)**

Participant while engaging in the Activity, as more fully set forth herein. If Participant is not willing to acknowledge the risks and agree not to sue Dogwood Canyon as set forth herein, *he/she should not engage in the Activity.*

- G. That the Participant is not pregnant, under the influence of alcohol, drugs or medication, and Participant does not otherwise suffer from any physical or mental condition and/or disability that would affect Participant's ability to safely engage in the Activity.

## **SECTION 2. WARNINGS AND ASSUMPTION OF RISK.**

Participant understands that there are inherent elements of risk always present in the Activity despite all typical safety precautions. Participant represents that he/she will take all necessary safety precautions associated with the activity and assumes all risks of participation.

**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. RSMO. §537.325.**

**WARNING:**

**UNDER ARKANSAS LAW, AN EQUINE ACTIVITY SPONSOR, LIVESTOCK ACTIVITY SPONSOR, LIVESTOCK OWNER, LIVESTOCK FACILITY, AND LIVESTOCK AUCTION MARKET ARE NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES OR LIVESTOCK ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES OR LIVESTOCK ACTIVITIES.**

Inherent risks of equine activities include, but are not be limited to: (1) the propensity of a horse 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 horse'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 horses 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 animal or not acting within such participant's ability.

**\*\*\*\*WAIVER AND RELEASE OF LIABILITY\*\*\*\***

**SECTION 3: RELEASE OF LIABILITY AND COVENANT NOT TO SUE:** By signing this Release and thereby being permitted to engage in the Activity, Participant hereby expressly waives, releases and relinquishes, any and all rights, claims or causes of action that Participant may have or that may arise against Dogwood Canyon for bodily injury, personal injury, mental injury, property damage, death, medical expense and any and all other economic and non-economic losses sustained by Participant, which: (1) arise from or are in any way related to the Activity or the condition of Dogwood Canyon's premises; and (2) are caused by or result from the NEGLIGENCE of Dogwood Canyon; including any such claims brought by any person or entity claiming by or through Participant. Participant further covenants and agrees that he/she will not sue Dogwood Canyon or assert any claims against it for any alleged NEGLIGENCE acts or omissions, arising out of or in any way related to Participant's participation in the Activity or the condition of Dogwood Canyon's premises. Participant agrees to indemnify and hold Dogwood Canyon harmless from any and all liabilities, settlements, expenses, and costs, including reasonable attorneys' fees, incurred by Dogwood Canyon in defending against claims, suits, etc. arising from Participant's participation in the Activity.

**SECTION 4: ENTIRE AGREEMENT--MISSOURI LAW, JURISDICTION AND VENUE--PARTIAL INVALIDITY:** This Release constitutes the final and entire agreement between Dogwood Canyon and Participant concerning the Activity and his/her participation in same. Participant agrees that Missouri law shall exclusively govern the interpretation, construction and enforcement of this Release, which is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri. Participant also agrees that the sole proper jurisdiction and venue for any and all claims and/or disputes of any kind, arising from the undersigned's participation in the Activity and/or the enforcement or interpretation of this Release, shall be in the Circuit Court of Taney County, Missouri (or in the event any legal action is originally filed in or removed to Federal Court, sole proper venue shall be in United States District Court for the Western District of Missouri, Southern Division). If any portion of this Release is found to be void, invalid, or unenforceable, it is agreed that the remaining portions shall remain in full force and effect.

BY SIGNING BELOW, THE PARTICIPANT (OR PARENT/GUARDIAN IF PARTICIPANT IS A MINOR) WARRANTS THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS RELEASE AND ACKNOWLEDGES THAT THIS RELEASE INCLUDES A WAIVER AND RELEASE OF LIABILITY AND FURTHER AFFIRMS THAT HE/SHE SIGNS THIS DOCUMENT VOLUNTARILY AND OF THEIR OWN FREE WILL, WITH THE INTENT TO BE BOUND BY THE FOREGOING TERMS AND CONDITIONS.

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

Parent or Guardian Signature (for minor): \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_