

Release and Indemnity Agreement

I, the undersigned, being of lawful age, for myself, my heirs, administrators, executors, successors, and assigns hereby, fully and forever release, acquit and discharge the said Kimberly S. Smith, d/b/a "Moserwood Farms LLC" and or "Second Stride Inc". (hereinafter referred to as Moserwood Farms and or Second Stride), their owners, members, agents, servants, and employees from any and all actions, causes of action, claims and demands of whatsoever kind of nature including acts of negligence on account of any and all known and unknown injuries, losses and damages to me or my property sustained or received for which injuries, losses and damages I claim the said Kimberly S. Smith, Moserwood Farms, Second Stride, their owners, members, agents, servants, or employees to be in any manner (jointly or severally) legally liable, which liability is expressly released in consideration for use of properties, boarding of horses, or participation in any activity owned, managed, or connected with Kimberly S. Smith, or Moserwood Farms, or Second Stride.

I do further waive any right of subrogation against any of the aforesaid which may arise as a result of injury, damage or death of any animal, vehicle, or person.

I do hereby acknowledge a warning against all hidden perils, dangerous conditions, abnormalities of any kind in connection with the properties that I may come across, and I accept full responsibility for such hidden perils, dangerous conditions, or abnormalities that may cause injury to myself, my horse or other personal property.

It is expressly understood and agreed that this release is intended to cover and does cover not only all known injuries, losses and damages but any future injuries, losses and damages not known or anticipated at time of injury but which may later develop or be discovered, including all the effects and consequences thereof.

And I hereby declare that I fully understand the terms of this release, that I accept full responsibility for my own safety and care in participating in any activity on any properties associated in any way with Moserwood Farms, Second Stride, or Kimberly S. Smith.

I do further agree to indemnify and hold harmless Moserwood Farms, Second Stride, their owners, members agents, servants, and employees from any loss or expense including reasonable attorney's fees incurred or resulting directly or indirectly from any actions, causes or action, claims and demands of whatsoever kind or nature made by me, my heirs, administrators, executors, or successors, as assigns.

The Undersigned assumes the unavoidable risk inherent in all horse-related activities, including but not limited to bodily injury and physical harm to horse, rider, and spectator.

In consideration, for the privilege of riding and/or working around horses at Moserwood Farms, located at 10431 Covered Bridge Rd. or 706 Woods Pike, the Undersigned does hereby agree to hold harmless and indemnify Kimberly S. Smith and further release them from any liability or responsibility for accident, damage, injury, or illness to the Undersigned or to any horse owned by the Undersigned or to any family member or spectator accompanying the Undersigned on the premises.

Waiver of Liability: Neither Moserwood Farms, Second Stride, the organizers, nor their respective employees, officials, or volunteers accept any liability for any accident, damage, injury, or illness, or other harms that befall any horses, riders, employees, attendants, spectators, or any person or property of owners in connection with their Boarding Stable while on or off the premises. Under Kentucky Law KRS 24.4027, a farm animal activity sponsor, farm animal professional, or any 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 have read the above statement and voluntarily accept these risks.

(Parent/guardian must sign for person's underage 18)

Signature

Print Name

Address

Phone Number

Signature of Parent or Guardian

Date