



## LIMITED LIABILITY WAIVER AND RELEASE

### READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

***This release is not intended for our equine therapy program. There is not any direct contact with horses in any of our social skills or play date groups at this time. There are horses present on the property, but children will not have any access to the horses during these sessions. For equine therapy, please contact us for the appropriate program release. There is however, access to small animals (mini-pigs, sheep, rabbits).***

In exchange for participation in a farm visit, use of our playdate play area or other farm activities made available to me by **The Equine Discovery Center, LLC at 969 East 477<sup>th</sup> Road, Bolivar, Missouri, 65613** and/or the use of the property, facilities and services of The Equine Discovery Center, LLC. and its affiliates, I agree for myself and for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by The Equine Discovery Center LLC, its employees, representatives and agents.

2. I recognize that there are certain inherent risks associated with the above described activities and I assume full responsibility for personal injury to myself and my family members and our property. I hereby, intending to be legally bound, for myself, my heirs and assigns, executors or administrators, waive and release forever all claims for damages against Michael and Pamela Witt, The Equine Discovery Center, LLC. and its members, officers, managers, agents & employees for any injury, loss or damage arising out of my or my family's use of or presence upon the facilities of The Equine Discovery Center, LLC, whether caused by the fault of myself, my family, The Equine Discovery Center, LLC or other third parties.

3. I agree to indemnify and defend Michael and Pamela Witt, The Equine Discovery Center, LLC. and its members, officers, managers, agents & employees against all claims, causes of action, damages,

judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of The Equine Discovery Center, LLC.

4. I agree to pay for all damages to the facilities, animals, or equipment of The Equine Discovery Center, LLC caused by my or my family's negligent, reckless, or willful actions.

5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Missouri law.

Under Missouri Law (Missouri Revised Statutes Chapter 537, Torts and Actions for Damages), an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an injury to or the death of a participant in equine or livestock activities resulting from the inherent risks of equine or livestock activities pursuant to the Revised Statutes of Missouri.

Please note: ***If your child is very oral seeking (still puts a variety of objects in their mouth) we will provide an alternate way for them to interact with the small animals or suggest a program in which the small animals are not a part of the experience. This is for their own safety due to e-coli and other safety risks. There is a hand washing station with water and antibacterial soap directly outside of the fenced animal interaction area as well as antibacterial foam. The children will use this after their exposure to the animals. If a child is still putting their hands or most other objects into their mouth as a way to explore, we need to be made aware so that precautions can be taken.***

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS.**

This form must be signed by the parent or legal guardian of the student(s) listed below. No exceptions.

SIGNATURE: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ CELL: \_\_\_\_\_

HOME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

[Please list all members of your family for whom this release might apply:]

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_



## MARKETING RELEASE

Please review and sign the release form below.

I \_\_\_ DO or/ \_\_\_ DO NOT consent to and authorize the use and reproduction by The Equine Discovery Center, LLC. of any and all photographs and any other audio/visual materials taken of me and/or my family for promotional materials, educational activities, exhibitions, grant-writing or for any other use for the benefit of the trail and related programs.

Additionally, I \_\_\_ DO or/ \_\_\_ DO NOT consent to and authorize the use of any testimonials and/or written and spoken quotations from me and/or my family for promotional materials, marketing purposes or any other use.

Photographs, video and testimonials may be used on the web, in social media and in print.

**This form must be signed by the parent or legal guardian of the student(s) listed below. No exceptions.**

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_ TODAY'S DATE: \_\_\_\_\_

PRINT

NAME \_\_\_\_\_

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ CELL:

\_\_\_\_\_ HOME:

\_\_\_\_\_ EMAIL: \_\_\_\_\_

\_\_\_\_\_

[Please list all students in your family, for whom this release might apply:]

NAME: \_\_\_\_\_ AGE:

\_\_\_\_\_

NAME: \_\_\_\_\_ AGE:

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NAME: \_\_\_\_\_

AGE:

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NAME: \_\_\_\_\_

AGE:

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