

RELEASE FROM LIABILITY

This **RELEASE FROM LIABILITY** is made and entered into on the _____ day of _____, 20____ by and between **KENTUCKY COWTOWN ARENA, LLC** hereinafter designated as “KCA”, and said individual signing below hereinafter designated as Participant; and if Participant is a minor, Participant’s parent or guardian for and on behalf of Participant.

In return for the use, today and on all future dates of the property known as Kentucky Cowtown Arena located at 210 Wainscott Road, Williamstown, Kentucky 41097 and the facilities and services of KCA, the Participant, his or her heirs and assigns and legal representatives, hereby expressly agree to the following:

1. It is understood and agreed that KCA is not responsible for carrying insurance of any type on the Participant, his/her horse, or his/her personal property.
2. Participant understands that equine activities are inherently risky and potentially dangerous. Participant understands that riding is a potentially risky and potentially dangerous sport. Participant hereby declares that he/she is participating in this activity entirely at their own risk. Participant agrees to assume **ANY AND ALL RISKS, KNOWN OR UNKNOWN, INVOLVED IN OR ARISING FROM PARTICIPANT’S USE OF OR PRESENCE UPON KCA’S PROPERTY AND FACILITIES AND PARTICIPATION** including the risk of death, bodily injury, property damage, or any injury of any type.
3. Participant agrees to release and hold KCA, and its agents, employees, volunteers, board members and contractors completely harmless on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant’s use of or presence upon the subject property or participation on property unless same is the result of the sole negligence of KCA.
4. Participant agrees to abide by all of KCA’s rules and regulations.
5. Participant agrees that their horses are free from infection, contagious or transmissible disease. KCA reserves the right to refuse any horse and/or Participant if not in proper health or is deemed dangerous or undesirable.
6. This contract is non-assignable, and non-transferrable and is made and entered into in the State of Kentucky, and shall be enforced and interpreted under the laws of this State. Should any clause be held invalid, it shall not affect the remaining provisions of this Agreement that are severable.

PARTICIPANT (Printed name)

PARTICIPANT’S SIGNATURE

PARTICIPANT’S PARENT OR GUARDIAN
(Printed name)

PARENT/GUARDIAN SIGNATURE
(if Participant is a minor)

KENTUCKY COWTOWN ARENA, LLC
By and Through Amy Bailey, Member