

# WAIVER OF RELEASE

**Warning: Under Iowa Law, an equine activity sponsor or equine professional is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities.**

In consideration of receiving permission to enter upon the premises of Rolling Hills Stables, 6348 55th Ave Norwalk, IA 50211 and 6320 55th Ave, Norwalk, from time to time, the receipt of such permission being hereby acknowledged trainer, owner, attendant, participant or any other capacity, in an equestrian activity such as showing, taking lessons, riding or using equestrian facilities in any fashion, on said premises, the receipt of such as permission being also hereby acknowledged, the undersigned hereby releases Rolling Hills Stables, 6348 55th Ave Norwalk, IA 50211; Davis Entities, LLC, 6320 55th Ave, Norwalk, Ia 50211; Merrill and Ronda Beck 5318 Erbe St, Norwalk, IA 50211; Anthony Scavo, 6119 50th Ave Norwalk, IA 50211; Richard/Diane Hickman 5689 53rd Ave, Norwalk, IA 50211; Elk Rock State Park 811 146th Ave, Knoxville, Stephens State Forest in Chariton/Lucas and any related or affiliated company and/or their respective owners, officers, directors, agents and employees of and from all liability, claim, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned while in or upon the premises.

The undersigned is hereby fully consenting to travel to and from away State Parks for horse riding and does not hold RHS or any of its staff, helpers or volunteers responsible for injury including death.

They undersigned being fully aware of the risks and hazards inherent in entering upon said premises and/or in participating in any such equestrian activity or lessons, or jumping, or riding held at such premises, hereby elects voluntarily to enter upon premises knowing present condition and knowing that said condition may become more dangerous during the time that the undersigned is upon said condition.

## 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 domesticated animal activities, pursuant to Iowa Code chapter 673. You are assuming inherent risks of participating in this domesticated animal activity.

2. If a written contract is executed between a domesticated animal professional and a participant involving domesticated animal activities, the contract shall contain the same notice in clearly readable print. In addition, the contract shall include the following disclaimer:

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal 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 domesticated animal may also 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 animal or failing to act in a manner consistent with the person's abilities.

The undersigned hereby voluntarily assumes all risk and loss, damage or injury, including death that may be sustained by the undersigned, or any property of the undersigned while in or upon the premises listed above.

In the event of injury to the undersigned, ambulance service and medical or paramedical attention may be provided if possible by one or more of he above parties. This release extends to any and liability arising out of or in any way connected with such provision of ambulance service and medical or paramedical attention or failure to provide therefore.

The undersigned hereby assumes the risk of loss, damage, and/or injury including death that may be sustained by the undersigned upon riding a pony or horse owned by private owner or RHS, In the event of an accident or injury to the undersigned, the owner of the privately or RHS owned horse(s) or ponies will not be held responsible. The undersigned will be riding at their own risk. This release shall be binding upon distributes, heirs, next of kin, personal representatives, executors, and administrators of the undersigned.

In signing the forgoing release, the undersigned acknowledges and represents that he/she has read the foregoing release, understands it and signs it voluntarily, and the he/she is over 18 years of age and of sound mind.

DATE \_\_\_\_\_

NAME \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Emergency contact \_\_\_\_\_

EC Phone (\_\_\_\_) \_\_\_\_\_

Signature of Rider \_\_\_\_\_  
must be 18, parent or guardian of rider