

IRISH FOX STABLES LLC
BOARDING, RELEASE, WAIVER, AND INDEMNITY AGREEMENT

In consideration of being permitted to use the facilities of Irish Fox Stables, Inc. and to participate in riding lessons provided by Irish Fox Stables Inc. and conducted by John F. Korenak and his employees, the undersigned (hereinafter referred to as "**STUDENT**"), for himself/herself, his/her legal representatives, heirs, and assigns, hereby **RELEASES, WAIVES AND DISCHARGES** Irish Fox Stables Inc., John F. Korenak and his employees, and each of them, and their officers, employees, and agents (hereinafter individually and collectively referred to as "**RELEASEES**"), from all liability to the **STUDENT**, his/her legal representatives, heirs and assigns, for any and all loss or damage or any claim resulting there from, on account of injury to **STUDENT'S** person or property, even injury resulting in the death of the **STUDENT**, while the student is participating in riding lessons or related activities at Irish Fox Stables, Inc., O'Fallon, Missouri, or elsewhere. This Release is intended to discharge **RELEASEES** in advance from and against any and all liability arising out of or connected in any way with **STUDENT'S** participation in riding lessons or other activities provided by **RELEASEE(S)** both on and off the Irish Fox Stables Inc. premises, even though that liability may arise out of the negligence or carelessness on the part of the **RELEASEES**.

STUDENT agrees to **INDEMNIFY** the **RELEASEES** and each of them from any loss, liability, damage or cost that **RELEASEES** may incur due to the presence of **STUDENT** in or upon the Irish Fox Stables Inc. premises owned by John Korenak (or off the premises if such activity is connected in any way with Irish Fox Stables), whether caused by the negligence of the **RELEASEES** or otherwise.

STUDENT further understands that serious accidents occasionally occur in horseback riding and related activities and that participants occasionally sustain mortal or serious injuries and/or as property damage as a consequence thereof. Knowing the risks, dangers, and unpredictability of horseback riding and related activities, **STUDENT** hereby assumes full responsibility for the risk of bodily injury, death or property damage due to any cause while on the Irish Fox Stables Inc. premises or elsewhere and while participating as a student or otherwise being involved in activities sponsored by or connected with Irish Fox Stables Inc.

STUDENT expressly agrees that this Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Missouri and that if any portion hereof is held invalid, the balance shall continue in full force and effect.

STUDENT and **STUDENT'S** legal guarding (if **STUDENT** is under the age of 18) acknowledge that they have read this Release, understand its provisions, and have signed the same voluntarily and without any threats or coercion by **RELEASEES**.

The boarder/student also agrees that:

1. The student has received a copy of the Rules and Regulations governing the conduct of all students while on the premises of the stable and accepts and understands each of them.
2. The student has inspected the premises and buildings and found them free of defects, and agrees that if he should discover any defect which may cause harm or injury to any person or horse, he will immediately notify the stable.
3. The student will not cause damage to the stable or premises; however in the event anything is damaged, he will notify the stable immediately.
4. The student will notify stable personnel immediately in event of any accident of any kind whatsoever.
5. The student will assume all risks of personal injury or property damage to himself (or any other person). He will hold and save the stable harmless for any claims for damages of any kind or nature including expenses of legal defense thereof caused by him or his horse while on the stable premises.
6. The stable shall take precautions to protect the personal property, horse, and safety of the student and

guests, but assumes no responsibility for loss of personal property; loss, injury to or death of the horse or any student from any cause, including fire, theft, vandalism, storm, hail, rain, ice, burglary, accident or any other occurrence including expenses of legal defense thereof.

7. The stable is granted right to procure medical care for boarder's horse in event of emergency. Payment for such care will be responsibility of boarder.

8. The stable agrees to board your horse/pony at the current rates. Upon termination of boarding the account shall be paid in full before removing the animal from the premises, **ALSO UPON TERMINATION A FULL TWO WEEKS NOTICE IS EXPECTED AND WILL BE BILLED ACCORDINGLY IF THAT COURTESY IS NOT MET.**

Student (print) _____

Signature _____

Home phone _____ Business phone _____ Cell phone _____

Address _____ City _____ State _____ Zip _____

Email _____

If the **STUDENT** is under eighteen (18) years of age, the legal guardian of the **STUDENT** must also execute this Release.

Date _____ Legal Guardian _____

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT COMPLETELY UNDERSTAND THE TERMS OF THIS DOCUMENT, SEEK COMPETENT LEGAL ADVISE.

WARNING!

Under Missouri, an equine activity sponsor ("releasees" hereinabove) is not liable for an injury to, or the death of, a participant in equine activities resulting form the inherent risks of equine activities that are obvious and necessary, pursuant to the Revised Statutes of Missouri.