

KACHEMAK BAY EQUESTRIAN ASSOCIATION EVENT WAIVER
PO BOX 3120 HOMER AK 99603 EMAIL: kbayea@gmail.com

Participants Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

In consideration of the services of the Kachemak Bay Equestrian Association, Inc. their agents, owners, officers, board members, members, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "KBEA"), whose mailing address is PO Box 3120, Homer, AK 99603 and registered office is located at 4900 Scenic View Dr., Homer, AK 99603, I hereby agree to release and discharge KBEA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Acknowledgement:** I acknowledge that being around and working with horses entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, association officers, board members, volunteers, and riding instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used may malfunction.
2. **Accept and Assume Risk:** I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks and assume all liability as defined in Alaska Statute Sec. 09.65.145 and Sec. 09.65.290.
3. **Hold KBEA Harmless:** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KBEA and it's officers, board members and volunteers, from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of KBEA's equipment or facilities, including any such claims which allege negligent acts.
4. **Hold KBEA Harmless for Fees Incurred:** Should KBEA or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. **Insurance Coverage:** I certify that I have adequate medical insurance and personal liability to cover an injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the KBEA on the basis of any claim from which I have released them herein.

I have had sufficient time to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Participants Signature: _____ Parents Signature: _____
(Required if participant is a minor)

Print: _____ Print: _____

Date: _____ Date: _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for all participants under age 18 years)

In consideration of _____ (print minor's name) ("Minor") being permitted by Kachemak Bay Equestrian Association, Inc. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Kachemak Bay Equestrian Association, Inc. and its officers, board members, general members, and volunteers, from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Legal Guardian: _____

Print Name: _____ Date _____

HELMET WAIVER FOR JUNIORS 13 - 17 YEARS OF AGE

I am aware of and have been advised that Kachemak Bay Equestrian Association, Inc. strongly recommends that all juniors wear equestrian safety helmets while riding. I have been advised that this recommendation by Kachemak Bay Equestrian Association, Inc. is based on their concern for the personal safety of the participants and to minimize the possibility of serious injury and/or death. By signing below, I am hereby allowing my child, which I affirm is between the age of 13 and 17, to ride without wearing a helmet, **when supervised by an adult**, even though it has been recommended for their own safety. I am aware that the inherent risk of serious injury and/or death is increased by not wearing this safety feature. I am voluntarily making this decision on behalf of my child, knowing full well of the increased risks involved and am in no way making this decision under duress, threats or any other influence. I hereby release Kachemak Bay Equestrian Association, Inc. and Cottonwood Horse Park from any liability.

_____ Date _____
Must be signed by parent or legal guardian