

Polk County Conservation Board – Jester Park Equestrian Center
Equine Release and Hold Harmless Agreement

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 DOMESTIC ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTIC ANIMAL ACTIVITY.

I understand that activities involving horses carry inherent risks and can be potentially dangerous despite all safety precautions. A horse may behave in a manner that result in damages to property or an injury or death to a person. Risks associated with the activity may include but are not limited to injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, or butting.

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

I represent that I am in good physical condition, and I am not aware of any disease or injury that would be aggravated or result in my being incapacitated or injury that would be aggravated or result in my being incapacitated or injured during any program participation except as designated herein.

There also are risks that I, my child or my ward may take while mounting, leading, riding, feeding or otherwise interacting with horses. I also understand that I, my child or my ward can help to minimize the risks by carefully following the direction of the staff and wearing an ASTM/SEI certified safety helmet.

I hereby grant permission and authority to Jester Park Equestrian Center (JPEC) and those acting on its behalf to obtain prompt medical attention in the event I, my child or my ward may become injured. Should medical treatment be required during or following my, my child's or my ward's participation in an activity associated with JPEC, I agree that I and/or my, my child's or ward's insurance company shall pay for any and all expenses related thereto.

In consideration of JPEC allowing the participant to participate in this activity, I, on behalf of the participant, myself, the participant's and/or my heirs, personal representatives, and assigns, hereby agree to hold harmless, release and discharge JPEC, its employees, directors and anyone associated, either directly or indirectly, with JPEC from any and all claims, demands, causes of action, and liability, whether the same be known or unknown, anticipated or unanticipated, due to JPEC and its representatives' ordinary negligence. I further agree, except in the event of JPEC's gross negligence or willful misconduct, that I will not bring any claim or legal action against JPEC, its employees, directors or anyone associated with JPEC.

The terms of this agreement shall be construed as the entire agreement and may not be altered, amended or modified except in writing and signed by both parties. This agreement shall be governed by the laws of the state of Iowa and shall remain in effect for each activity with JPEC whether on or off the premises of 11171 NW 103rd Court, Granger, Iowa.

By signing this document, I acknowledge that I have received the equine release and hold harmless agreement and I have been provided an opportunity to review it, and I understand its terms and freely and voluntarily sign the same. THIS SECTION FOR ADULTS (18 YEARS OF AGE OR OLDER). ONLY ONE ADULT "PARTICIPANT" IS ALLOWED PER WAIVER.

Adult Participant's Signature _____ Print Name: _____ Date: _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION

Must be completed for all participants under the age of 18 ("minors"). In consideration of the below named Minor(s) being permitted by JPEC to participate in its activities and to use its facilities, I further agree to indemnify and hold harmless PCCB from any and all claims which are brought by, or on behalf of any Minor listed below, and which are in any way connected with such use or participations by such Minor. I further certify that I am the parent or legal guardian of all Minors listed in this Agreement.

Parent or Legal Guardian's Signature: _____ Print Name: _____ Date: _____

Minor Name _____ Date of Birth _____

ADULT PARTICIPANT OR PARENT/LEGAL GUARDIAN TO COMPLETE THIS SECTION:

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

Phone: _____ Date of Birth: _____ Emergency Contact Name & Phone: _____

Check box if you would like to receive information via Email: _____ I may unsubscribe from PCCB at any time.

I further grant JPEC the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

Parent/Guardian Initial

This Agreement accepted by _____ (JPEC Employee) Date: _____