

WAIVER, AGREEMENT, AND RELEASE OF LIABILITY – Kansas

READ CAREFULLY BEFORE SIGNING

I agree to this agreement with The National Pony Express Association who is a corporation (hereafter referred to as "**Association**") as a condition for its allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Association's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines, participate in any NPEA equine events, including, but not limited to, the annual Re-Ride, school or group educational presentations, qualifying practice rides or trail rides, parades, special events or historical reenactments and mochila exchanges, by either riding or acting in any capacity as support personnel. (All of these activities, individually and collectively, will be referred to as "**The Activities**" throughout this document.)

NAME (*Please print clearly*): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESS: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____

Date of Birth: _____

Date of Birth: _____

All parts of this document apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this document.]

IT IS AGREED AS FOLLOWS:

1. Consideration/Binding Effect. I have voluntarily requested to engage in any or all of **The Activities** and I am signing this document in consideration for being allowed to engage in any or all of **The Activities** now and in the future. I understand that although I am signing this document today, I intend for it to be valid and binding when I engage in any or all of **The Activities** in the future and at any location.

2. Equine and Domestic Animal Risks. I understand that anyone riding, driving, handling, working with, or even near an equine or domestic animal at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals. ***I understand these risks and dangers that are inherent in equine and domestic animal-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this document. I am NOT relying on Association to list all possible equine or domestic animal-related risks in this document or any time, now or in the future.***

INITIAL HERE: _____ **3. WAIVER AND LIABILITY RELEASE:** As lawful consideration for being allowed to engage in any or all of **The Activities**, now and in the future and at any location, I (on

behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/children or legal wards) agree to each of the following:

(a) Association and its respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, volunteers, sponsors, groups and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any losses, injuries, or damages that I (which includes the signer and signer's minor child/children or legal wards) may sustain as a result of engaging in any of The Activities at any time or at any location;

(b) I/we fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, a violation of a state Equine Activity Liability Act, a state Domestic Animal Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location; and

(c) I freely and voluntarily agree to assume the risks involved in any aspect of The Activities at any time and further agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in The Activities. The term "damages" means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This document is intended to apply and be binding regardless of whether I/we am/are riding, driving, handling, or near equines. In accordance with Kansas law, however, we are not releasing The Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful and wanton misconduct on part of Association or the Released Parties.

WARNING

Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to K.S.A. 60-4001 through 60-4004. You are assuming the risk of participating in this domestic animal activity.

KANSAS LIST OF INHERENT RISKS OF DOMESTIC ANIMAL ACTIVITIES:

Inherent risks of domestic animal activities include, but shall not be limited to:

- (1) The propensity of a domestic animal to behave in ways i.e., running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
- (2) the unpredictability of a domestic animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
- (3) certain hazards such as surface and subsurface conditions;
- (4) collisions with other domestic animals or objects; and
- (5) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant's ability.

INITIAL HERE: _____ **Statement of Intention.** I understand that by signing this document, I am giving up certain rights, including the right to bring a claim or suit arising from negligence or liability on part of **The Released Parties** and of others who are associated with any of them, now and in the future, arising from any aspect of my attendance at and/or participation in **The Activities**.

INITIAL HERE: _____ **4. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my/our participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent or in violation of a state Equine Activity Liability Act or state Domestic Animal Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **Association, The Released Parties**, or by others on their behalf.

5. **ASTM/SEI Helmet/Headgear.** I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. I am NOT relying on **Association** to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. **If I choose to wear a helmet, if I choose not to wear a helmet, and the type of helmet that I may wear are my decisions.**

6. **Emergencies.** Person(s) to Contact in Case of Emergency: Name: _____

Phone: _____ Relationship: _____

7. Kansas law applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This document can only be modified in writing and signed by me and the current NPEA Kansas State Division President (on behalf of **Association**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

8. **ALSO, I REPRESENT (please initial and check each box below):**

_____ I AM AT OR OVER 18 YEARS OF AGE;

_____ I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT;

_____ I HAVE READ THIS ENTIRE DOCUMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;

_____ I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND

_____ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

_____ DATE : _____

PRINT NAME HERE: _____

ACCEPTED BY:
"ASSOCIATION" REPRESENTATIVE (Kansas Division President)

SIGNATURE: _____

DATE OF SIGNATURE: _____

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