



**THIS IS A WAIVER OF YOUR LEGAL RIGHTS AND AN AGREEMENT NOT TO SUE.  
SERIOUS INJURY OR DEATH MAY RESULT FROM RIDING OR BEING NEAR HORSES.**

**Liability Release.**

In consideration for PLANTATION PANDEMONIUM, LLC, AND THE BELL FAMILY, allowing me or my minor child to voluntarily participate in equine activities on the premises located at 6565 Lazy Day Lane, Andale, Kansas, I agree as follows:

1. This agreement, waiver and release applies to the PLANTATION PANDEMONIUM AND/OR THE BELL FAMILY its officers, members, committees, employees, predecessors, successors, attorneys, insurers, and volunteers, ("Released Parties");
2. I forever release, hold harmless and indemnify Released Parties from liability for any and all claims, demands, causes of action, damages, injuries or death to me, my minor children, my horse and my property, and legal liability of every nature, including the negligent acts or omissions of any Released Parties, whether known or unknown, anticipated or unanticipated, direct or indirect, arising out of participation in the past, present or future PLANTATION PANDEMONIUM AND/OR THE BELL FAMILY, activities (including equestrian activities, such as the riding, use of, or being near horses, whether at an arena or stable) and I assume all risks of injury or death as set forth in this release;
3. I shall not bring any lawsuit, action or proceeding against any Released Parties, even if they engage in negligent conduct; and
4. I make this agreement, waiver and release for and on behalf of myself, my spouse, my child and/or ward, heirs, administrators, successors, representatives and assignees.

**Activity Risk.**

I understand that some PLANTATION PANDEMONIUM, LLC, AND/OR THE BELL FAMILY, activities take place on land or in facilities owned and managed by others from whom such land or facilities are borrowed or rented. I understand that the organizers, workers and members involved in PLANTATION PANDEMONIUM AND/OR THE BELL FAMILY, activities are not professionals in the planning or conducting of events, or safety experts, and claim no expertise in those areas.

**I UNDERSTAND THAT HORSEBACK RIDING AND/OR EQUINE ASSISTED PSYCHOTHERAPY IS A RUGGED ACTIVITY AND I AM AWARE THAT THERE ARE NUMEROUS OBVIOUS AND NON OBVIOUS INHERENT RISKS OF SERIOUS PROPERTY DAMAGE, INJURY OR DEATH TO ME, MY MINOR CHILD, MY HORSE, ANY HORSE I MAY BE BORROWING, WHICH ARE ALWAYS PRESENT AT PLANTATION PANDEMONIUM, THE BELL FAMILY HOME.**

**Nature of Horses.**

I understand that no horse is completely safe, and the Released Parties make no representations or guarantees regarding the safety, training or suitability of any horse. Horses are larger, more powerful, and faster than a human. If I or my minor child falls from a horse, it will be from a raised height and may injure me or my minor

child. A horse may divert from its training and act according to its natural survival instincts and may abruptly change directions, speed, trip, slip, fall, stop short, shift its weight, buck, rear, kick, bite, spook, or run from what it perceives to be danger if it is frightened or provoked, or for no reason whatsoever.

**Conditions of Nature & Locations.**

I agree that the Released Parties are not responsible for acts, occurrences, or elements of nature or a particular location that can injure a person or scare a horse, cause it to trip, fall or react in some other manner. These elements include thunder, lightning, rain, wind, wild and domestic animals, insects, other people and horses, and reptiles which may walk, run, fly near, bite and/or sting a horse or person, irregular footing on groomed or wild land which is subject to constant change according to weather, temperature, natural and man-made objects. The Released Parties make no representations or warranties concerning the safety or condition of any trail, camping site, arena and/or other location of PLANTATION PANDEMONIUM, LLC, AND/OR THE BELL FAMILY, events.

**I HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREE TO THIS TWO-PAGE WAIVER & RELEASE. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT. THIS WAIVER SHALL REMAIN IN EFFECT FROM THE DATE OF MY SIGNATURE UNTIL REVOKED IN WRITING.**

\_\_\_\_\_  
Participant or Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Printed Name

**IF PARTICIPANT IS UNDER 18, SIGNATURE OF AGREEMENT BY PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO THIS TWO PAGE WAIVER & RELEASE OF LIABILITY, TO RELEASE AND INDEMNIFY THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO, OR ANY CLAIM BY OR ON BEHALF OF, SUCH MINOR. THIS WAIVER SHALL REMAIN IN EFFECT FROM THE DATE OF MY SIGNATURE UNTIL REVOKED IN WRITING.**

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
1. Minor's Printed Name

\_\_\_\_\_  
Minor's Date of Birth

\_\_\_\_\_  
2. Minor's Printed Name

\_\_\_\_\_  
Minor's Date of Birth

\_\_\_\_\_  
3. Minor's Printed Name

\_\_\_\_\_  
Minor's Date of Birth

\_\_\_\_\_  
4. Minor's Printed Name

\_\_\_\_\_  
Minor's Date of Birth