

# ***Lettleiki Icelandics LLC & Swallowland Farm LLC***

6105 Eminence Pike  
Shelbyville, Kentucky 40065

## **CONSENT AND WAIVER OF LIABILITY**

### **Triple World Ranking Shows and Tolt in Harmony Clinic and Competition**

**September 30-October 8, 2018**

**Participant:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Horse:** \_\_\_\_\_

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AN AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (OR YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF LETTLEIKI ICELANDICS LLC/SWALLOWLAND FARM LLC, ITS OWNERS, EMPLOYEES AND AGENTS.**

1. In consideration of participant's registration with Lettleiki Icelandics, LLC and being allowed to participate in the Program, participant and/or participant's parent(s) or legal guardian(s), hereby waive, release and forever discharge Lettleiki Icelandics, LLC, Swallowland Farm LLC its affiliates and its officers, directors, volunteers, contractors, lessors, agents, employees and representatives, as well as independent counselors, and all others ("Released Parties") from any and all claims, demands, losses and damages, and from any liability resulting from any personal injury, property damage or wrongful death occurring to participants or spectators, arising out of participation in the Program, or any activities incidental thereto, wherever or however they occur, whether or not caused by the negligence or other fault of the Released Parties.
2. Participant and/or participant's parent(s)/guardian(s) further agree to indemnify and hold the Released Parties harmless against all liabilities, claims, actions, damages, costs or expenses of any nature arising out of, or in any way connected with, participating in the Program.
3. Participant and/or participant's parent(s)/guardian(s) acknowledge that they understand and assume all risks inherent in horse-related activities, including but not limited to bodily injury, partial or total disability, paralysis, and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. Participant and/or participant's parent(s)/guardian(s) further acknowledge, understand and assume the risks arising from the conditions and use of the facilities and/or its equipment and the horses. It is further acknowledged that there may be risks and dangers not known or are not reasonably foreseeable at this time. **Participant agrees to wear an approved protective helmet at any time while riding.**
4. **Horses NOT owned by Lettleiki Icelandics LLC:** During the time that the participant and/or owner's Horse is at Swallowland Farm, Lettleiki Icelandics LLC and Swallowland Farm LLC and its affiliates and its officers, directors, volunteers, contractors, lessors, agents, employees and representatives shall not be liable for any sickness, disease, theft, death or injury, which may be suffered by the Horse. This includes, but is not limited to, any injury or disability the Horse may receive while at the property and facilities. The

Participant and/or participant’s parent(s)/legal guardian(s) and/or owner fully understand and hereby acknowledge that the Stable does not carry any insurance on the Horse, including, but not limited to, such insurance for any other purposes, for which the Horse is covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to the Horse being on the property, are to be borne by the participant and/or parent(s)/legal guardian(s) and/or owner. The Participant and/or participant’s parent(s)/legal guardian(s) and/or owner acknowledge that horse activities are inherently dangerous; although not likely, risk of injury to the Horse is a possibility. The participant and/or participant’s parent(s)/legal guardian(s) and/or owner shall be solely responsible for all acts and behavior of the Horse at any time and hereby agree to indemnify and hold Lettleiki Icelandlics LLC, Swallowland Farm LLC, and its owners staff and employees harmless against all damages sustained or suffered by the Horse during participation and for any claims or injuries whatsoever arising out of or in any way relating to the Horse. **Upon arrival a current health certificate and proof of coggins must be presented.**

5. Participant and/or participant’s parent(s)/guardian(s) and the horse owner(s) acknowledge that included within the scope of this agreement is any cause of action, arising from the performance, or failure to perform, of maintenance or inspection of the facilities, equipment and/or horses, the failure to warn of dangerous conditions existing at the premises, for negligent supervision or instruction by the Released Parties, for personal injury, property damage or wrongful death to spectators, and incidents that occur within the facility, barns, horse stalls, and other areas associated with the Program. It is the purpose of this agreement to exempt, waive and relieve Released Parties from liability for personal injury, property damage, and wrongful death caused by negligence, including the negligence, if any, of the Released Parties.
6. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties thereto and their heirs, personal representatives, successors and assigns.
7. **WARNING.** *Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that one voluntarily accepts if one participates in a farm activity.*
8. A digitally scanned copy of the signature page of this agreement will be treated as binding on any person whose signature appears on that page.
9. I have read this document. I understand it is a promise not to sue and to release and indemnify the Released Parties for all claims. I have made a free and deliberate choice to sign the Release as a condition to allow myself and/or my child and/or my horse to participate in the Program. I have concluded that the risks involved and this agreement is worth the pleasure of the experience and acknowledge that the same is valuable consideration for this agreement. I further agree that jurisdiction and venue for any action arising as a result of this Contract shall be in Kentucky. I further agree that all disputes shall be settled by Mediation and the signatories give up their right to sue in a court of law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date:

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

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Horse Owner or legal leaseholder ,  
if different from Participant

\_\_\_\_\_  
Date: