

B and B Farm, LLC
12813 Brush Creek Road
Russellville, Missouri 65074
573.690.7014

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS CAREFULLY. BY SIGNING BELOW, YOU WAIVE YOUR ABILITY TO BRING A CLAIM AGAINST, YOU RELEASE POTENTIAL FUTURE CLAIMS AGAINST AND YOU AGREE TO INDEMNIFY SCHELLIE BLOCHBERGER, BILL BLOCHBERGER JR AND B AND B FARM,LLC.

YOU HEREBY ACKNOWLEDGE THE ACTIVITIES OFFERED BY B AND B FARMS ARE INHERENTLY DANGEROUS AND MAY RESULT IN DEATH OR SERIOUS INJURY.

I/We, _____ “the Undersigned” hereby **waive and release** any claims, demands and/or causes of action, excluding claims for gross negligence, intentional torts and all those claims not allowed to be waived or released under Missouri law and including, but not limited to those for personal injury, negligence, wrongful death and property related claims the Undersigned, their children / legal wards, heirs, assigns, personal representatives or anyone acting on their behalf may have or ever have against Schellie Blochberger, Bill Blochberger Jr., B and B Farm, LLC, their employees, agents, representatives, assigns or anyone acting on their behalf (collectively referred to herein as “B and B Farm, LLC”) related to or stemming from the activities or services provided by B and B Farm and/or presence on their property and at their facilities.

Further, the Undersigned agrees to **indemnify** B and B Farm, LLC for any losses it incurs relating to any claims, demands and/or causes of action brought by or on behalf of the Undersigned’s children or legal wards stemming from the activities or services provided by B and B Farm, LLC and/or presence on their property and at their facilities.

The Undersigned shall wear a helmet and is responsible to ensure the Undersigned’s child(ren) or legal ward(s) wear a helmet at any and all times it is prudent to do so while participating in the activities and services provided by B and B Farm, LLC. The Undersigned is encouraged to investigate and evaluate the suitability of any helmet utilized and if uncomfortable with the lack of suitability of such helmet, agrees to advise B and B Farm, LLC and discontinue participation immediately. B and B Farm, LLC does NOT guarantee, warrant or provide advice as to the suitability of any helmet utilized, regardless of whether it provides the helmet or not.

I/WE HAVE READ THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, UNDERSTAND IT AND BY SIGNING BELOW AGREE TO ITS TERMS.

Date: _____

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WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT – PART 2

REGISTRATION OF RIDER AND AGREEMENT OF PURPOSE: In consideration of the payment of a fee and signing of this agreement, the following individual listed as “Rider” and/or the parent or legal guardian thereof do hereby voluntarily request and agree to participate in activities of B AND B FARMS, LLC .

RIDER: _____ AGE: _____

PARENT/ LEGAL GUARDIAN: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE: _____ WORK PHONE: _____

CELL PHONE: _____ E-MAIL: _____

CONTACT IN CASE OF EMERGENCY (Name and Phone) _____

_____ B and B Farms, LLC has provided an equestrian helmet that meets or exceeds SEI certification – ASTM F 1163 standards for use when riding or near horses.

_____ I, _____, have my own equestrian helmet that meets or exceeds SEI certification – ASTM F 1163 standards for use when riding or near horses during instruction at B and B Farm, LLC.

* I for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, release and discharge B and B Farm, LLC and their respective officers, directors, employees, agents, representatives, insurers, assigns, and others acting on their behalf, of and from all claims, demands, or causes of action, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of bodily injury or property damage that may be sustained, or property damage which may occur, as a result of the use of the helmet provided.

* I also understand that neither B and B Farm, LLC nor its employees can guarantee the suitability of any helmet provided.

SIGNER STATEMENT OF AWARENESS

I/We, the undersigned, have read the foregoing statement carefully before signing and do understand its warnings, assumption of risk, and release of liability.

Signature of Rider: _____

Signature of Parent or Legal Guardian: _____

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WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT – PART 3

LIMITATIONS: Does the rider have any physical or mental health problems which may affect his/her ability to participate in any equine/outdoor activity? YES NO

If yes, please explain: _____

(You may be asked to provide a Medical History/Physician Release form)

HORSE RIDING EXPERIENCE:

1. Have you had more than ten (10) hours of experience riding a horse? YES NO
2. Have you ever received any formal riding instruction? YES NO
3. Have you ever had a bad experience/accident involving a horse? YES NO

If yes, describe the incident: _____

The above named rider has the parent's or legal guardian's permission to travel for a field trip. YES
NO

If you are nervous or uncomfortable around horses, please inform your instructor.

AGREEMENT SCOPE, GOVERNING LAW AND DEFINITIONS: This agreement shall be legally binding upon the Rider, and his or her parents/legal guardian, if applicable and their heirs, estates, successors, and assigns including all minor children and personal representatives. The term "I", "me", "my" shall herein refer to all of the above persons. This agreement shall be interpreted according to the laws of the State of Missouri. The term "horse" herein shall refer to any equine animal as defined in Missouri Revised Statute, and particularly Section 537.325 or otherwise handling of horses, whether from the ground or mounted and any other equine activity as defined therein. The term "rider" shall here in refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground and any participant as defined in by said Statute, as well as any camp participant. _____ (initial)

☐ Participant understands there are inherent risks in and around equine activities.
Risks inherent in equine activities means dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equine or objects; or the potential of another participant to not maintain control over the equine or to not act within the persons ability.
_____ (initial)

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WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT – PART 4

- ☞ PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT’S USE OF OR PRESENCE UPON PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. _____
(Initial)

- ☞ Participant agrees to hold Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of actions, injuries, damages, costs or expenses arising out of participant’s use of or presence upon Boardee’s property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Boardee. _____ (initial)

- ☞ Participant agrees to abide by all of Equine Professional’s rules and regulations, and participant is responsible for using protective gear, i.e. hard hat and boots. _____(initial)

- ☞ This Contract is non-assignable and non-transferable and is made entered into the State of Missouri and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. _____ (initial)

SIGNATORY'S STATEMENT OF AWARENESS

I/WE THE RIDER, AND THE PARENT OR LEGAL GUARDIAN THEREOF IF MINOR, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK AND HAS READ AND VOUNTARILY SIGNS THIS AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY ANY OF THE RELEASEES. THE UNDERSIGNED FURTHER ATTEST THAT ALL FACTS RELATED TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE AND AGE ARE TRUE AND ACCURATE. IF ANY INFORMATION PROVIDED HEREIN CHANGES, THEN I/WE IMMEDIATELY NOTIFY B AND B FARM, LLC OF SUCH CHANGE IN WRITING.

All riders and parents/guardians must sign below after reading this entire document.

Signature of rider _____ Date: _____

Signature of parent/guardian _____ Date: _____

Others you are responsible for who are not riding: _____

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PHOTO RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged,

I, _____ hereby grant B and B Farm, LLC permission to use my likeness and those listed below in a photograph in any and all of its publications, including but not limited to all of B and B Farm, LLC's printed and digital publications. I understand and agree that any photograph using my likeness will become property of B and B Farm, LLC and will not be returned.

I acknowledge that since my participation with B and B Farm, LLC is voluntary, I will receive no financial compensation.

I hereby irrevocably authorize B and B Farm, LLC to edit, alter, copy exhibit, publish or distribute this photo for purposes of publicizing B and B Farm, LLC's programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising out of, or related to, the use of the photograph.

I hereby hold harmless and release and forever discharge B and B Farm, LLC from all claims demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by resort of this authorization.

I am at least 18 years of age and am competent to ontract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

Signed by _____ for _____

Dated: _____