

Liability Release and Indemnity Agreement

I hereby agree that:

I have chosen to be on property where Miracles in Motion holds equestrian classes & activities and will be in proximity of and possibly work with and/or ride the horses, may receive riding instruction and/or assist with property maintenance. I assume full responsibility for any and all bodily injuries or damages sustained where classes/activities are held, when riding horses and/or when maintaining the property. I understand that Miracles in Motion requires me to wear properly fitted and secured ASTM-standard/SEI certified protective headgear at all times when riding horses.

I freely voluntarily and without duress for myself, my heirs, personal representatives (and for any of my children or legal wards as identified below) release and discharge and covenant not to sue and agree to hold harmless Miracles in Motion and the Miracles in Motion Therapeutic Equestrian Center, all of their employees, agents, board of directors, volunteers, instructors and others acting on behalf of Miracles in Motion from all liability, claims and demands of whatever kind or nature, either in law or equity, including but not limited to, bodily injury or damage that may be sustained or incur as a result of being on Miracles in Motion property or participating in any class or activities of Miracles in Motion and agree to indemnify and hold harmless all of the above-described parties from any and all claims and/or causes of action arising out of and relating to any injury, loss, damage or liability that may occur to me (or my children or wards) as a result of being on the Miracles in Motion property or participating in any activities on the property.

I understand that anyone riding or near a horse can suffer bodily injuries.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling or butting.

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

It is mutually understood and agreed that the provision of this liability release shall constitute a waiver of liability for injury to, or death of an equine activity participant including, but not limited to those provided for under the provisions of the **Iowa Code Chapter 673**.

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 domesticated animal activities pursuant to Iowa Code Chapter 673. You are assuming inherent risks of participating in this domesticated animal activity.

I represent that I am 18 years of age or older, and of sound mind. I have read and agree to all of the terms of this entire liability release and indemnity agreement.

Signature: _____ Date: _____

Volunteer, Participant, Parent/Legal Guardian if under 18 years old

Print name: _____ Address: _____ City _____ State __ Zip _____

I also make this agreement on behalf of the following, who are my children or legal wards:

1) _____ Age ____ 2) _____ Age ____ 3) _____ Age _____

All parts of this agreement shall apply to me, and any children/legal wards I bring on the property. This agreement is binding when I enter the property where Miracles in Motion holds classes/activities for any purpose, when I am near horses on the premises, and/or if I am receiving riding instruction.