**ASSUMPTION OF RISK, RELEASE, AND WAVIER OF LIABILITY AGREEMENT**

In consideration of the services provided by Northwest Missouri State University, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (collectively referred to as “UNIVERSITY”), I hereby agree to release, indemnify, and discharge UNIVERSITY, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation at the Northwest Missouri State University Equestrian Facility (“Facility”) entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. ***I hereby voluntarily release, waive, and forever discharge any and all claims of*** ***negligence against UNIVERSITY that relate in any way to any activity I undertake at the Facility.*** I further agree to indemnify and hold harmless UNIVERSITY from any and all claims, demands, causes of action, including attorney’s fees, arising from my negligence or willful acts while participating in any activity I undertake at the Facility.
4. Should UNIVERSITY or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

**WARNING: Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri.**

In the event that I file a lawsuit against UNIVERSITY, I agree to do so solely in the state of Missouri, and I further agree that the substantive law of that state shall apply in that action without regard to conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement.

I further certify that I have read and understood it, and I agree to be bound by its terms.

**I further acknowledge that this document contains a negligence waiver and indemnification provisions.**

Signature of Participant: Print Name:

Address:

Phone: Date:

PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 19)

In consideration of (print minor's name) ("Minor") being permitted to the Facility, I further agree to waive any and all claims of negligence which are brought by, or on behalf of Minor, and which are in any way connected with any activity at the Facility.

Parent or Guardian: Print Name: Date:

**Please return this form to:**

**Facility Services Office, Northwest Missouri State University**

**FY 2023-24**