**Liability Waiver**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name), of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(city), \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (ZIP) (the “Participant”) desire to voluntarily participate (“Activity”) in activities with the R&R Ranch Miniature Horse Sanctuary Foundation, Inc. (the “Foundation,” a Missouri not-for-profit corporation), and to enter onto Property used by the Foundation, which property is located at 18222 Wildhorse Creek Road, Chesterﬁeld, Missouri 63005 (the “Facility”).

# Assumption of Risk

 I understand that animals, including but not limited to horses of many types and sizes are kept at the Facility, and I understand and acknowledge that there are risks associated with such activity, and that animals may cause injury to me, including but not limited to biting, kicking, or butting me, or causing other unwanted physical contact. Although physical harm is unlikely, animals are unpredictable and harm to me is possible. Injury can include, but are not limited to broken bones, animal bites and allergic reactions, or death.

 I represent and affirm to the Foundation that I have no physical or mental condition that would put me at a heightened risk for illness, injury or death resulting from the Activity.

 I acknowledge that participation in the activity requires adherence to the Foundation’s safety guidelines and instructions, which I agree to follow, including:

1. The Foundation is not a petting zoo and absolutely no petting of animals is permitted. In the rare event that Foundation personnel permit a well-behaved child to pet an animal, it will only be done with permission by a parent and with understanding and assumption of the risks involved.
2. No running or screaming allowed.
3. No food may be brought into the barn.
4. All guests who enter the barn must sanitize their hands with sanitizers supplied by Foundation personnel.
5. Face masks are required for all participants who have not received a COVID-19 vaccine, and masks are encouraged for everyone else to protect the health of all other participants. The Foundation relies on the honor system for each guest to choose the appropriate option. In order to protect the health of people and animals, any person exhibiting signs of illness (coughing, sneezing, fever, etc.) will be asked to leave the Facility.
6. Photographs may be taken.
7. Participants must follow all other safety and care instructions by Foundation personnel or their designees.

I understand the provisions above and I appreciate the inherent risks associated with the Activity. I agree to assume full responsibility for any risk, known or unknown, associated with participation in the Activity.

# Waiver of Liability

To the extent permissible under the laws of any jurisdiction where an action could be brought, I waive all assertions of liability against the Releasees (as defined below) for myself, my spouse, heirs, assigns, administrators, and representatives and hereby release the Foundation, its directors, officers, aﬃliates, employees, contractors, management, volunteers, insurance carriers, agents, successors and assigns, including but not limited to the owners of the land and improvements where the Foundation is located, (the “Releasees”) from any and all claims arising from the negligence, mental anguish, personal injury, wrongful death, property damage and other claims that could or might occur in association with my or my child’s use of Facility, or participation in the Activity. I further agree that I will not seek legal fees, court costs or other costs of litigation for any lawsuit that I may institute or join against one or more of the Releasees regardless whether I prevail at such lawsuit.

# Authorization of Emergency Aid

If required, I expressly authorize the provision of emergency medical assistance if I become injured during the Activity.

# General Terms

In exchange for the execution of this waiver, the Foundation will allow me and those minors in my care to participate in the Activity.

This waiver supersedes any prior agreements or representations, written or otherwise, made between me with the Foundation. If any part of this waiver is deemed to be unenforceable, that provision shall be severed from the waiver and the remaining provisions shall remain in full force and eﬀect. This waiver shall be governed by the laws of the state of Missouri.

BY SIGNING THIS WAIVER, I REPRESENT THAT I HAVE FULLY READ AND UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT BY SIGNING THIS WAIVER I AM RELINQUISHING RIGHTS I WOULD OTHERWISE POSSESS, SUCH AS THE RIGHT OF RECOVERY FOR INJURY RESULTING FROM THE INHERENT RISKS OF THE ACTIVITY OR THE ORDINARY NEGLIGENCE OF R&R RANCH MINIATURE HORSE SANCTUARY.

Signature

Date

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DL# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_

Emergency Contact (Name and Phone Number):