



## HEARTS of Steele EFL, LLC

624 Chardonnay Circle ♦ Brandon ♦ MS 39047

Phone: 601.407.8653

Website: [heartsofsteeleefl.com](http://heartsofsteeleefl.com)

# WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

## READ CAREFULLY BEFORE SIGNING

I agree to the Waiver, Release of Liability, and Assumption of Risk Agreement (“Agreement”) with **Hearts of Steele, EFL and Strong River Equine** who are LLC’s (hereafter referred to as “HOS/SRE”) as a condition for its allowing me and the persons identified below to do any or all of the following at any time and at any location: enter HOS/Strong River Equine premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land, be near horses, ponies, mules, or donkeys (hereafter, “equines”) work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as “The Activities” throughout this Agreement.)

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NAME (please print clearly):

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NAME OF OTHER CONTRACTING PARTY (Spouse or other parent);

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ADDRESS:

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CELL PHONE:

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

Name	DOB/AGE
Name	DOB/AGE

All parts of this Agreement apply to me and each of the children or legal wards listed above. {We will collectively call ourselves “I”, “Me”, or “My” throughout this Agreement.}

### It is agreed as follows:

1. I understand that although I am signing The Agreement today, I also intend for this Agreement to be valid and binding now and in the future when I engage in any or all of **THE ACTIVITIES** at any location.
  
2. **CONSIDERATION/BINDING EFFECT.** I am signing this Waiver, Release of Liability, and Assumption of Risk Agreement in consideration for being allowed to engage in any or all of The Activities. This Agreement is intended to be valid and binding at all times, now and in the future, when HOS/SRE permits me (directly or indirectly to engage in any or all of The Activities at any time and at any location.
  
3. **ASSUMPTION AND ACCEPTANCE OF RISKS.** I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.
  - a. I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous dangers or conditions which are an integral part of equine or livestock activities, including, but not limited to: (i) The propensity of an equine or livestock to behave in ways that may result in injury, harm or death to persons on or around them; (ii) The unpredictability of an equine’s or livestock’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other equines or livestock or objects; (v) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. ***I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in the Agreement. I am***

**NOT relying on HOS/SRE to list all possible risks in the Agreement or any time, now or in the future. Initial HERE**

4. **WAIVER AND LIABILITY RELEASE:** To the greatest extent allowed under Mississippi Law, I, (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards) agree to each of the following: (a) I agree to assume full responsibility for any and all bodily injuries or damages that I may sustain at any time when engaging in The Activities; (b) HOS/SRE and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as “The Released Parties”) shall **NOT BE LIABLE** for any losses, injuries, or damages that i may sustain as a result of engaging in any of The Activities at any time or at any location; (c) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated), against The Released Parties, whether caused by their negligence or other legal liability resulting from or arising out of my engaging in The Activities at any time and at any location. The term “damages” in The Agreement means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages; and (d) I agree to release The Released Parties from liability in the event of any injury or damage of any nature (or perhaps even death) to me or to anyone else that may occur while I am engaging in any or all of The Activities at any location. (However, it is understood that I am not releasing any of The Released Parties from liability for injuries directly caused by their gross negligence or willful and wanton misconduct.) This Agreement is intended to apply and be binding regardless or whether I am riding, driving, handling, or near equines.

**WARNING**

Under Mississippi Law, an equine or livestock activity sponsor or an equine or livestock professional is not liable for an injury to or the death of a participant in equine activities or livestock shows resulting from the inherent risks or equine or livestock shows, pursuant to this chapter.

**INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless THE RELEASED PARTIES against any and all claims, demands, actions, liabilities, losses, or suits that are brought against THE RELEASED PARTIES (or either of them) which are in any way connected with my/our omissions of THE RELEASED PARTIES that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees and costs incurred by THE RELEASED PARTIES. **INITIAL HERE:**

Mississippi Law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the

remainder shall stay in full force and effect. This Agreement can only be modified in writing and signed by me and \_\_\_\_\_ (on behalf of HOS/SRE). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

5. **ALSO, I REPRESENT** (please check and initial each box below):

\_\_\_\_\_\* I AM AT OR OVER 21 YEARS OF AGE AND (IF I AM SIGNING ON BEHALF OF A CHILD OR LEGAL WARD) I AM THE PARENT OR LEGALLY-APPOINTED GUARDIAN;

\_\_\_\_\_\* I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS AGREEMENT;

\_\_\_\_\_\* I HAVE READ THIS ENTIRE WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT (ALL THREE PAGES), AND I HAVE FULLY UNDERSTOOD IT BEFORE SIGNING MY NAME BELOW;

\_\_\_\_\_\* I HAVE BEEN GIVEN AN OPPORTUNITY TO FAIRLY AND HONESTLY NEGOTIATE THIS AGREEMENT WITH HOS/SRE;

\_\_\_\_\_\* BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND

\_\_\_\_\_\* ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/Other Parent):

\_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_

ACCEPTED BY "STABLE: HOS/SRE REPRESENTATIVE:

\_\_\_\_\_ DATE: \_\_\_\_\_

