

Shellhaven Farm

Release and Hold Harmless Agreement

UNDER IOWA LAW, A DOMESTIC 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 **AGREE** that I choose to participate voluntarily in any equestrian activity, as a rider, handler, lessee, owner, agent spectator, volunteer, clinic participant, and/or trainer. I am fully aware and acknowledge that horse sports and equine activities at Shellhaven Farm involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, suffering or death (“Harm”). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which may mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- Hazards, including but not limited to, surface or subsurface conditions;
- A collision with another equine, another animal, a person, or an object;
- The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss of the person or the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

I **AGREE** to release Shellhaven Farm, its successors or assigns, officials, officers, directors, employees, agents, personnel, volunteers and affiliated organizations from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys’ fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity, or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me or my horse and for any Harm caused by me or my horse to others, even if the Harm resulted directly or indirectly, from the negligence of Shellhaven Farm or the Shellhaven Farm activity.

I **AGREE** to expressly assume all risks of Harm to me or my horse, including Harm resulting from the negligence of Shellhaven Farm or the Shellhaven Farm activity, and specifically agree to the applicable state statute and or law regarding equine /farm animal activity liability.

I **AGREE** to indemnify Shellhaven Farm and to hold them harmless with respect to claims for Harm to me or my horse and for claims made by others for any Harm caused by me or my horse.

I **AGREE** that if any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

Iowa Statement of Inherent Risks

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 act 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 by 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.

In the event that this form is signed by the parent/guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent/guardian and child.

By signing below, I **AGREE** to be bound by all applicable Shellhaven Farm rules. I acknowledge that I enter into this release after having read the same, and place my signature hereto of my own free and voluntary act and deed. By signing below, I represent to Shellhaven Farm that I fully understand its contents.

Signature

Signature parent/guardian of minor

Date

Date