



**EQUINE RELEASE AND WAIVER OF
LIABILITY, ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT**

NAME: _____ (“Participant”)

ADDRESS: _____

TELEPHONE: _____ E-Mail: _____

Participant hereby enters into this Equine Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”) in consideration of their ability and the permission received to gain physical access to the real property and accompanying structures on the real property where domestic animal activity may take place owned by Jeffrey J. Dreiling and Jennifer L. Dreiling and Silver Star Stables, LLC (“Owners”) whose address is 3501 S. 154th St. E and Four (4) additional lots located in Wichita, Kansas 67232 (“The Property”).

I. IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT, YOU (Participant) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR PRESENCE AT THE PROPERTY, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR THE OWNERS.

READ CAREFULLY ALL THREE (3) PAGES OF THIS AGREEMENT BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU HAVE READ THE AGREEMENT IN ITS ENTIRETY, AND HAVE A CLEAR UNDERSTANDING OF THE AGREEMENT AND ITS TERMS

II. KANSAS STATUTORY WARNINGS:

Participant has read and understands the following statutory warnings required by Kansas state law:

KANSAS DOMESTIC ANIMAL LIABILITY ACT WARNING

“Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from inherent risks of domestic animal activities, pursuant to K.S.A. §60-4001 through K.S.A. §60-4004. You are assuming the risk of participating in this domestic animal activity.

Inherent risks of domestic animal activities include, but shall not be limited to:

- (1) The propensity of a domesticated animal to behave in ways, i.e. running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them;
- (2) The unpredictability of a domestic animal’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
- (3) Certain hazards such as surface or subsurface conditions;
- (4) Collisions with other domestic animals or objects; and
- (5) 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 domestic animal or not acting within such participant’s ability.” K.S.A. § 60-4002 (1994)

III. LIABILITY RELEASE & INDEMNIFICATION AGREEMENT

By signing this three (3) page document, Participant hereby acknowledges on behalf of themselves that they have familiarized themselves with the activities that they will be allowed to participate in, and that they do hereby acknowledge and agree that they will participate ONLY in these activities without restriction or limitation. They recognize the inherent risks involved in activities with horses, including, but not limited to:

- Bites, kicks, abrasions or contusions from horses.
- Being thrown or bucked off by horses.
- Scratches or other injury from stalls or enclosures.
- Scratches or other injury from grooming tools and other equine equipment and tack.
- Allergic reactions to animals, hay, or other allergens.
- Tripping in holes or on materials or equipment.
- Slipping, falling, or otherwise being injured in the barn, stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

Participant hereby specifically forever waives and releases Jeffrey J. Dreiling, Jennifer L. Dreiling, Silver Star Stables, LLC, and/or McCurdy Real Estate & auction, LLC from any liability or injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Jeffrey J. Dreiling, Jennifer L. Dreiling, Silver Star Stables, LLC and/or McCurdy Real Estate & Auction, LLC.

By signing this Agreement, Participant hereby acknowledges that although there may be some supervision during their time spent at Silver Star Stables, LLC, there will not be a nurse or physician, or other health care provider, on the premises and Silver Star Stables, LLC, Jeffrey J. Dreiling, Jennifer L. Dreiling and/or McCurdy Real Estate & Auction, LLC, bears no responsibility for Participant's health or medical care.

Participant agrees to indemnify, save and hold harmless Silver Star Stables, LLC, Jeffrey J. Dreiling, Jennifer L. Dreiling and/or McCurdy Real Estate & Auction, LLC from and against any loss, liability, damages, attorneys' fees, or costs that they may incur arising out of or in any way connected with either their presence or participation at Silver Star Stables, LLC or any acts or omissions of Silver Star Stables, LLC, Jeffrey J. Dreiling, Jennifer L. Dreiling and/or McCurdy Real Estate & Auction, LLC.

By signing this Agreement below, and initialing each of the three (3) pages, Participant hereby acknowledges their complete understanding, agreement and consent to their presence and/or participation in the activities at Silver Star Stables, LLC without restriction, without any liability whatsoever to Silver Star Stables, LLC, Jeffrey J. Dreiling, Jennifer L. Dreiling and/or McCurdy Real Estate and Auction, LLC and with full knowledge and understanding of the disclosures, waivers, and releases herein. If Participant is present at and participates in any activities at Silver Star Stables, LLC, Participant does so at their own peril and risk, and hereby acknowledges and agrees that neither Silver Star Stables, LLC, Jeffrey J. Dreiling,

Jennifer L. Dreiling and/or McCurdy Real Estate & Auction, LLC shall bear no responsibility or risk associated with injuries that could arise from their presence or participation at Silver Star Stables, LLC.

Date:_____

Participant's signature

This executed document was received by _____ on _____, 2023.
Signature Date

(Remainder of this page intentionally left blank)