

THE MOINGONA HUNT - RELEASE AND WAIVER OF LIABILITY

The undersigned, (hereinafter referred to as "I," "me," or "Rider"), being of legal age, request permission to participate in equestrian riding, fox hunting, hound trials, and horse training with TMH, Inc. d/b/a The Moingona Hunt. I fully understand that cross-country horseback riding (which includes riding over fences, other obstacles, and steep and rough terrain) are very dangerous activities. I also understand that I could be injured or killed, and my property (including my horse) could be damaged by horses, vehicles, machinery or equipment when I am attending a horseback riding or foxhunting activity, even though I may not be riding at the time of the injury, death or damage. I wish to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury or damage (including death) to me, to my horse, or my other property.

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

- (1) The propensity of a domestic 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 about 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 and subsurface conditions;
- (4) collision 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.

Under Iowa law (Iowa Code, Title XV, Section 673.1, et seq.), under Missouri law (§537.325, RSMo), and under Kansas law (K.S.A. 60-4002, et seq.), there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities. There are also risks from weather, wind, rain, snow, ice, trees and limbs, holes, and other dangerous objects in, on and under the terrain, as well as from hounds and other animals, as well as trucks, tractors, four-wheelers, and other vehicles. I am assuming the risk of participating in this domestic animal activity on behalf of myself and each of my children.

In addition, under Iowa law (Iowa Code, Title XI, Section 461C.1, et seq.), under Missouri law (§537.347, RSMo), and under Kansas law (K.S.A. 58-3203), an owner of land who invites or permits any person to use such property for recreational purposes does not thereby extend any assurance that the premises are safe for any purpose, confer upon any person the legal status of an invitee or licensee to whom a duty of care is owed, or assume responsibility for or incur liability for any injury to person or property caused by an act or omission of such land.

In exchange for being permitted to participate in these activities, for myself, my heirs, guardians, and legal representatives, Rider waives, releases and agrees not to make or bring any claim of any kind against The Moingona Hunt, including its masters, officers, directors, staff

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(including huntsman and whippers-in), field masters, members, employees, or guests, and any land owners, landholders, tenants or other persons making property available to me, for any injury (including death) to me or any damage to my horse or other property whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous horseback riding, fox hunting or related activities.

I also agree that if I or anyone makes any claims because of any injury to me (including death), or for any damage to my horse or other property, I will fully indemnify and hold harmless all those released by this Release and Waiver for any damages, costs and attorneys' fees incurred because of those claims, and I waive my right to sue or to bring claims of any kind against all those released herein.

I acknowledge that there is no particular necessity for me to participate in these activities, and I am undertaking them of my own free will. The parties released by this Release have no control over me and are not in any superior bargaining position over me with regard to this Release and Waiver.

Rider has been advised to wear protective headgear at all times while riding or otherwise coming in contact with horses, and expressly assumes the risk of injury or death resulting from failure to do so and/or from selecting headgear which does not adequately protect against injury or death.

I also acknowledge my responsibility to obtain, pay for and keep in force sufficient insurance coverage (including but not limited to liability, medical, health, and life), to protect me from any expenses, liability claims or damages mentioned in this Release and Waiver. I am bound by this Release and Waiver whether or not I have obtained insurance and whether or not such insurance is in force.

This Release shall be effective from and after this date, without renewal or reaffirmation from year to year for as long as Rider participates in the activities described herein.

CAUTION: THIS DOCUMENT IS A LEGAL RELEASE AND HOLD HARMLESS AGREEMENT – READ BEFORE SIGNING.

Dated: _____, 200__

Rider Signature

Print Name

Dated: _____, 200__

Witness

Print Name