

**THE MOINGONA HUNT - RELEASE AND WAIVER OF LIABILITY
FOR A MINOR CHILD**

The undersigned, the parent and/or legal guardian of the minor child named below, being of legal age, request permission for my minor child 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 my child could be injured or killed, and my property (including my horse) could be damaged by horses, vehicles, machinery or equipment when my child is attending a horseback riding or foxhunting activity, even though my child may not be riding at the time of the injury, death or damage. I wish for my child to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury or damage (including death) to my child, to my horse, or my other property from whatever cause while my child is participating in these activities. I represent and warrant that I have the legal capacity and authority to give this Release and Waiver of Liability on behalf of my child.

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 my child.

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.

Initials _____

7/1/09

OP 149330.1

In exchange for my child being permitted to participate in these activities, for my child, my child's heirs, guardians, and legal representatives, I waive, release and agree not to make or bring any claim of any kind against The Moingona Hunt, including its masters, officers, directors, staff (including huntsman and whippers-in), field masters, members, employees, or guests, and any land owners, landholders, tenants or other persons making property available to my child, for any injury (including death) to my child or any damage to my horse or other property whether from anyone's negligence or not, or any other cause, arising out of my child's participation in these dangerous horseback riding, fox hunting or related activities.

I also agree that if I make or anyone makes any claims because of any injury to my child (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 child's right, and my rights as a parent or guardian, to sue or to bring claims of any kind against all those released herein.

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

My child has been advised to wear protective headgear at all times while riding or otherwise coming in contact with horses, and on behalf of my child I expressly assume the risk of injury or death resulting from failure to do so and/or from selecting headgear which does not adequately protect my child 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 my child from any expenses, liability claims or damages mentioned in this Release and Waiver. My child and I are 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 my child participates in the activities described herein.

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

CHILD'S NAME: _____

Dated: _____, 200__

Parent/Guardian Signature

Print Name

Dated: _____, 200__

Witness

Print Name