



## RELEASE, WAIVER, HOLD HARMLESS & INDEMNIFICATION AGREEMENT

*(License Agreement - Exhibit B)*

The undersigned client/organizer/manager/official/contractor/agent/exhibitor/volunteer/parent/spectator/visitor/guest or other participant (each being a "Participant"), on his/her own behalf and as the parent(s)/legal guardian(s) of a minor Participant, for good and valuable consideration, which includes, but is not limited to, the right to be on or in and to utilize the facilities located at the property commonly known as The National Equestrian Center ("NEC") and to participate in or be a spectator of events being held at such property, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless and Indemnification Agreement ("Agreement"):

- A. RULES AND REGULATIONS:** Participant hereby agrees to be bound and abide by the rules, regulations, and policies NEC has published in the NEC Facility License Agreement and/or on NEC's website at [www.necstl.com](http://www.necstl.com), as amended from time to time.
- B. ACKNOWLEDGMENT OF RISK:** Participant understands and accepts that equine activities and/or livestock activities may include but in no way is 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 (e.g. jump, run, kick, buck, bolt, spin, rear up, strike, bite, etc.); (ii) the unpredictability of an equine's or livestock's reaction to sounds (e.g. machinery, equipment, vehicles, doors, snow and ice falling, rain, wind, thunder, hail striking the roof, voices, animals, fireworks, guns, motors, etc.), sudden movement or unfamiliar objects, persons or other animals (e.g. loose or contained dogs, cats, wild and domestic animals, birds, etc.), or other things (e.g. jumps, poles, cones, flowers, mini-bikes, water, etc., and training devices such as whips, bats, etc.); (iii) certain hazards such as surface and sub-surface conditions; (iv) collisions with other equines, livestock or objects; and (v) the potential of a participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over an animal, or not acting within his or her ability. Participant also understands and agrees that "Equine Activities" and "Livestock Activities" are defined in this Agreement to include not only those activities identified above and also defined in Section 537.325.1 of Missouri Revised Statutes (the "Missouri Equine and Livestock Activity Limited Liability Act" or "Act"), but also, even if not so included, riding one's own or another's equine, competing, training, exercising, petting, leading, feeding, watering, bathing, watching, or transporting equines and/or livestock, or assisting with any of these activities, as well as auditing equine related clinics, and/or boarding and/or stalling Participant's equine at NEC, whether for a limited or extended period of time, and otherwise interacting with or merely being in the vicinity of equines and/or other livestock. Participant understands (i) the injuries, death, loss and property damage that may result from the risk of engaging in Other Equine Activities and/or Other Livestock Activities, stalling Participant's equine or livestock at the Facility, and/or just being near an equine and/or livestock; (ii) that equines and livestock are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Participant is not relying on the Released Parties defined below to list all possible equine and/or livestock related risks. Furthermore, Participant knowingly, willingly, and voluntarily acknowledges the inherent risks associated with the sport of equestrian and knows that horseback riding and related equestrian/livestock activities are inherently dangerous, and that participation in any event being held at NEC involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including Participant's mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of NEC's owners, managers, staff, volunteers, event organizers, and agents; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

### **EQUINE ACTIVITY LIABILITY ACT WARNING**

**CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.** Under the laws of most States, an equine activity sponsor or equine professional is not liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. **WARNING: UNDER MISSOURI LAW, an equine and/or livestock activity sponsor, an equine and/or livestock professional, a livestock auction market or an employee thereof is not liable for any injury to or the death of a Participant in Equine or Livestock Activities resulting from the inherent risks of Equine or Livestock Activities pursuant to the REVISED STATUTES OF MISSOURI. V.A.M.S. 537.325 (2017).**

- C. ASSUMPTION OF RISK AND WAIVER:** Participant recognizes, agrees and accepts for themselves and their minor child (if applicable) that the aforementioned Risks of engaging in Equine Activities and/or Livestock Activities (as well as merely being near a horse, mule, pony, or other equines or livestock (collectively "equine"), may be caused in whole or in part or may result directly or indirectly - while mounted or unmounted - from the negligence of Participant's own actions or inactions, the actions or inactions of others participating in NEC Events, or the negligent acts or omissions of the Released Parties defined below, and Participant hereby voluntarily and knowingly assumes all such Risks and responsibility for any damages, liabilities, losses, or expenses that Participant incurs as a result of their participation in any NEC Event; furthermore Participant recognizes, agrees and accepts that Lake Saint Louis Exposition Park, LLC dba National Equestrian Center in Lake Saint Louis and its owners, directors, managers, agents, contractors, and employees (collectively, the "Released Parties") shall not be liable for any damages, liabilities, losses, or expenses. Participant therefore agrees, on his/her own behalf or on behalf of their minor Participant that they understand and agree to assume the Risks and dangers inherent in Equine Activities and/or Livestock Activities, agrees to inspect and remain responsible for the condition and proper adjustment of Participant's or Participant's minor's tack and equipment, agrees to at all times to be responsible for Participant's or Participant's minor child(ren)'s safety, to remain financially responsible for Participant's or Participant's equine's



medical expenses and lost value, and waives Participant's rights to recover from any of the Released Parties any loss or damages arising from medical expenses and lost value, and waives Participant's right to recover from any of the Released Parties any loss or damages arising from participation in or observation of any Equine Activities and/or Livestock Activities, or arising from merely being present on the real property owned, leased, rented, borrowed or otherwise occupied or utilized by Lake Saint Louis Exposition Park, LLC dba National Equestrian Center in Lake Saint Louis, regardless of whether or not Participant's presence at NEC is related to equines, Equine Activities, livestock and/or Livestock Activities.

- D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** Participant hereby releases, waives and covenants not to sue, and further agrees to indemnify, defend and hold harmless the Released Parties with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to Participant's participation or the participation of Participant's minor Participant in NEC Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. Participant agrees to reimburse Released Parties for the Released Parties' attorney's fees and costs incurred to defend against any such claims.
- E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- F. GOVERNING LAW AND TIME LIMITATION.** The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Missouri and all disputes relating to the interpretation and enforcement of this Agreement will be resolved exclusively by the State Court in St. Charles County, Missouri. The Parties submit to this jurisdiction and venue for these purposes. Participant agrees that any claims for Loss of any kind by Participant against the Released Parties, must be brought within one (1) year of the date they accrue and any claim for personal property Loss, including but not limited to the loss value of the equine, is limited to \$500.00 (Five Hundred Dollars).
- G. ATTORNEY'S FEES.** Participant agrees to reimburse Released Parties for any and all attorney's fees and costs incurred in enforcing the terms of the Agreement and/or in defending or prosecuting any claims for causes of action involving or in any way relating to Participant.
- H. PARTICIPANT CERTIFICATION.** Participant certifies that they have read this entire Agreement and understands all of its terms and conditions and knows it contains an assumption of Risk, release and waiver from liability as well as hold harmless and indemnification obligations and agrees, and intends on their own behalf, and on behalf of their minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Participant or Parent/Legal Guardian of Minor Participants named below

Additional Parent/Legal Guardian of minor Participant

Printed Name

Printed Name

Address

Address

Phone \_\_\_\_\_ Email \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Minor Participant's Signature, Printed Name and Date of Birth: \_\_\_\_\_

Participant's Signature, Printed Name and Date of Birth: \_\_\_\_\_