

**TWIN MILL FARMS, INC.
RELEASE AND WAIVER OF LIABILITY**

WARNING: Under Kansas law, 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, pursuant to K.S.A. 60-4001 through 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 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 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 and 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. 60-4004.

I am aware that horseback riding is an athletic event which poses potentially serious risks of injuries to participants. I understand that my horse or I may be injured as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, event the most well trained, are often unpredictable and difficult to control.

With the knowledge of the foregoing, in consideration of, and as part of my Training and/or Boarding Agreement with Twin Mill Farms, Inc., "TMF," and as an inducement to allow me to ride trails or participate in training or events, or use the facilities at TMF, I hereby release, acquit, and forever discharge TMF, it's owners, employees, or agents, or their heirs, executors, administrators, or assigns from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, whether arising out of contract, either factual or implied, or out of tort, which may accrue out of my dealings with TMF, it's owners, employees, or agents. I further agree to hold harmless and indemnify all of the foregoing from any claim, suit of law, action, or cause of action in law or equity arising out of my dealings therewith or from my use of TMF against them for any activities while on the TMF premises. It is further agreed that I assume all risks inherent with my dealings with TMF, it's owners, employees, or agents while my personal property or myself in on TMF property.

BY SIGNING THIS RELEASE AND WAIVER, I UNDERSTAND THAT I AM GIVING UP (WAIVING OR RELEASING) ANY RIGHT I HAVE TO SUE OR MAKE ANY CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST TWIN MILL FARMS, INC., THEIR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, VOLUNTEER ASSISTANTS, AND ANY OTHER PARTICIPANTS FOR ANY INJURIES WHICH MY HORSE OR I MIGHT SUSTAIN AND THAT I AM INDEMNIFYING (HOLDING HARMLESS) THOSE NAMED HERIN FOR MY INJURING ANYONE ELSE OR ANY OTHER HORSE WHILE SO ENGAGED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND HOLD HARMLESS, AND I DO SO KNOWINGLY AND VOLUNTARILY.

Dated _____ Signature _____ Printed Name _____

Address _____ Phone _____

Boarder _____ Visitor _____ Guest of _____

PARENT OR GUARDIAN RELEASE AND WAIVER (mist be signed if rider is a minor)

I am the parent or guardian of _____, a minor, and on the minor's behalf and on the behalf of all other parents or guardians of the minor, I accept the release and waiver of liability above as an inducement for allowing the above minor to board horses or to ride trails or participate in training or in events or to use the facilities with the above named parties. I further authorize any emergency medical care which may be necessary.

Signature of parent or guardian _____