

Rider's Release of Liability

This agreement made and entered into by and between (Rider) _____, and Flying Cross Farm, LLC (Stable Operator), and the W. Allen Northcutt, III/Flying Cross Farm Revocable Trust Agreement dated March 15, 2004 (Stable Owner) on this the _____ day of _____ 20____.

Witnesseth: In consideration of stable operator granting permission to the rider for the purpose of using the Flying Cross Farm, LLC riding facilities, to include but not limited to hacking, flat work, stadium jumping and cross country schooling, the rider acknowledges that he/she is in good health and is not under the influence of any alcohol or other drug or other medication, prescribed or otherwise, which would impair his/her ability to ride in a safe and careful manner. Further, rider acknowledges that he/she is currently covered by a good and valid medical/hospitalization insurance policy with:

(Name of Carrier) _____

(Policy number) _____

Neither the stable owner or operator shall not be liable for any sickness, disease, theft, injury or loss which may be suffered by the Rider, Rider's horse or Rider's equipment or any other cause of action whatsoever arising out of or connected in any way with the rider's use of the riding facilities. This includes, but is not limited to, any personal injury or disability that either the rider or horse may receive while on the premises. The rider fully understands that neither the stable owner or operator are covered under any public liability, accidental injury, theft, loss or equine mortality insurance and that all risks connected with the use of or the riding upon the premises are to be borne by the rider. Rider acknowledges that he/she has a full understanding of the risk involved in the sport of riding horses and thereby agrees to defend and hold the stable owner or operator harmless from any claim of loss, disappearance, theft, damage, injury or death whether or not such injury or death resulted directly or indirectly from the negligent acts or omissions of said Stable Owner or operator. And, should rider be a minor child, the parent of said minor child agrees to assume all responsibility for said child while on the premises and fully acknowledges and agrees to accept the risks involved. I understand that this is a high-risk sport and I am participating at my own risk. I hereby assume this risk and further do hold harmless the W. Allen Northcutt III /Flying Cross Farm Revocable Trust Agreement dated March 15, 2004, and Flying Cross Farm LLC, and their officers and agents, from any and all liability for negligence resulting in accidents, damage, loss, injury or illness to myself and to my property, including the horse or horses which I am riding.

WARNING Under Kentucky law, a farm animal activity sponsor, farm animal professional or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities. KRS 247.4027

Signed _____
Parent or guardian must sign if rider is under eighteen years of age