

VISITATION and PARTICIPATION AGREEMENT (the "Agreement"):

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING, IT CONTAINS LEGAL CONSEQUENCES THAT WILL AFFECT YOUR LEGAL RIGHTS AND ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS OR STATEMENTS BY THE UNDERSIGNED.

RELEASED PARTIES INCLUDE: Missouri Forget Me Not Horse Rescue and Sanctuary along with Unbridled Equestrian Center and Hope Rides On Equine Assisted Riding and Learning, including all of these companies agents, owners, officers, volunteers, participants, employees, property owners and all other persons or entities acting in any capacity on their behalf (collectively referred to as "Facility"). **Initial** _____

RELEASING PARTIES INCLUDE: The undersigned participant and minor(s)/ward(s) listed in the Agreement, participant's spouse, children, parents, guardians, heirs, next to kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf. **Initial** _____

AGREEMENT -READ BEFORE SIGNING

IN CONSIDERATION OF FACILITY'S SERVICES: I hereby agree to release and discharge Facility on behalf of myself, my heirs, assigns, personal representatives, my estate and any other person listed in this Agreement (cumulatively "participant", "I", "myself"), and as follows:

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INSTRUCTION, JURISDICTION, VENUE: I understand that by my presence on the Facility premises, I may engage in activities or utilize the premises in a way that may involve inherent risks that are beyond the control of the Facility. Facility has taken precautions to provide a safe setting, but I understand that the possibility of injury, death, or loss to persons is present. Activities may include, but are not limited to, physical activity, working with horses, mules, cows, sheep, goats, chickens, cats, dogs; general use of grounds including its improvements, general recreation and using of general Facility equipment. By signing below, **I hereby give consent** for the below mentioned participants to use the grounds and activities. (2) I further agree that horseback riding and all equine activities are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical and emotional injury, or possible death, or damage to myself, to property or to third parties. (3) I expressly agree and promise to assume all the risks existing in Facility activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Facility. My participation in all Facility activities is purely voluntary and I elect to participate in spite of the risks. (4) I agree to acknowledge all the Facility's rules and regulations pertaining to any and all activities (equine or otherwise) occurring on or off the Facility's property. I agree to and I am responsible for wearing protective gear appropriate for said activities to ensure my safety while engaging in same. (5) I understand that protective gear includes, but is not limited to, protective footwear and headgear. I agree that Facility has fully warned and advised me that protective equine headgear that meets or exceeds the quality standards of the SEI certified ASTM standard F1163 equestrian helmet should be worn while riding or training horses. I understand that wearing such protective headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death. I am not relying on Facility to provide a certified equestrian helmet for me, to check any headgear or equestrian helmet that I may wear, to check any headgear strap or equestrian helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. (6) I understand the risks, conditions, and dangers inherent in all Facility activities, including equine activities. I agree to assume any and all risks involved in my use of or presence upon Facility's property while engaging in any activity without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, the ordinary negligence of another person or Facility, and the deliberate acts of another person. I understand that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but

are not limited to, stopping short, spinning around, changing direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger. The same is true for other animals upon the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above. (7) I agree that Facility is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements that may scare an animal, including a horse, cause it to fall, or cause it to react in some other unsafe way. Some examples include: thunder, lightning, rain, wind; wild and domestic animals, insects, reptiles, which may walk, run or fly near, or bite or sting a horse or person; irregular footing which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape; vehicles and equipment. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I have asked or waived my right to inspect Facility's property and am satisfied that all premise conditions are reasonably safe for my intended purpose, usage and presence upon Facility's premises. (8) I agree to stay out of all paddocks, corrals, tack-rooms, offices, and non-office related buildings and barns, while waiting for horse related or other activities or while waiting for a participant of such activities. (9) I acknowledge that saddle girths (the fastener straps around a horse's belly) may loosen during riding. I must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for me to fall from the horse. (10) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Facility from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of Facility's equipment or property, including any such claims which allege negligent acts or omissions by Facility but not grossly negligent or intentional. (11) I agree not to sue or initiate any legal action (whether in court or in arbitration) against Facility or any present or future owners, officers, members, managers, agents, employees, volunteers and representatives of Facility, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to, personal injury or damage to the maximum extent permitted by law. (12) I certify that I have adequate insurance to cover any injury I may suffer while participating, or otherwise agree to bear the costs of such injury or damage myself. **I further certify that I have no mental, medical or physical conditions, which could interfere with my safety in this activity, or am otherwise willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.** It is recommended that I visit with a physician to ensure that these physical activities do not pose an unacceptable health risk. (13) I understand that in this Agreement the terms "horse" and "equine" mean all equine species, including, but not limited to, horses, ponies, mules, donkeys, and foals. (14) I understand that this Agreement is in addition to, and not in lieu of, Missouri Revised Statutes 537.325 (Actions Arising Out of Equine Activities). **WARNING:** Under Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, or any employee thereof is not liable for an 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. **Initial _____**

PHOTO RELEASE: I hereby grant to Facility the unrestricted and absolute, perpetual, worldwide right to reproduce, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives, and otherwise use the photograph(s) of myself, any minor(s), and ward(s), identified below (the "photograph(s)") for any purpose whatsoever ("Grant"). (15) I acknowledge that the purposes for which the photograph(s) may be used include, without limitation; Facility publications, videos, books, newsletters, calendars, websites, blogs, and social media. (16) I agree that this Grant includes, without limitation; the right to use the photograph(s) – or any part of it – in combination with, or as a composite of, other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media embodiment, now known or hereafter developed, including, without limitation, print, film, videotape, DVD, broadcast, digital transmission and electronic/online media. (17) I acknowledge that this Grant includes the right to use the name of the minor(s)/ward(s) identified below, whether in original or modified form, or a fictitious name, in connection with the photograph(s). (18) I hereby voluntarily release and forever discharge – on my behalf and on behalf of the minor(s)/ward(s) identified below – Facility from any and all claims, demands, or causes of

action for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right arising out of or relating to any utilization of the photograph(s) or the name of the minor(s)/ward(s) identified below. Such claims, demands, and causes of actions include, without limitation, inadvertent errors, such as blurring, distortion, or alteration, or based upon any decision not to make use of the photograph(s). (19) I understand that Facility and its licenses and assigns are relying on my consent to use the photograph(s) with respect to the promotion of various services or products. I acknowledge that neither myself nor any minor(s)/ward(s) identified below shall receive any new or additional compensation with respect to any matter referred to in this Agreement. All images – electronic or non- electronic negatives, positives, and prints – are owned by Facility. Facility is free to assign and license any and all of the rights granted in this Photo Release. (20) I acknowledge that in no event will I have the right to enjoin the distribution or exploitation of the photograph(s). I hereby relinquish any right that I may have to examine or approve the completed product(s) or advertising copy or printed matter that may be used by Facility or its licensees or assigns. **Initial** _____

EQUIPMENT, MAINTENANCE & WORKSHOP ACTIVITIES: (21) I understand that in any Facility activity I may use inherently dangerous tools, equipment, machines, chemicals, or substances. Such activities include, without limitation, contact with cleaning agents, insect repellants, herbicides, operating ATV's, tractors, lawn mowers, manure carts, 4-wheelers and other related equipment. I agree that I will not use equipment or materials without familiarizing myself with their safe use and being authorized by Facility to do so. I will educate and inform myself on the inherent dangers and risks that are associated with participation in any Facility activity. I will inspect any related equipment to be used in support of an activity at the Facility, and if I believe anything is unsafe, I will immediately advise Facility of such condition. I acknowledge that risks of this nature could lead to illness, serious injury or even death. I am aware that my own behavior can affect my personal safety and the safety of others involved at the Facility. I will act according to all Facility rules, instructions and policies. (22) Knowing the risks described above, I agree, on behalf of myself, my family, heirs, and personal representative(s), to assume all risks and responsibilities surrounding my participation in such activities. To the fullest extent permitted by law, I release and indemnify Facility from and against any present or future claim, loss or liability for injury to person or property which I may suffer, up to and including death, or for which I may be liable to any other person, during or as a result of my participation in any activity at the Facility. **Initial** _____

MISCELLANEOUS: (24) I agree and warrant these releases and grants are binding upon me, the minor(s)/ward(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. (25) Should Facility or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. (26) I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Missouri, without regard to its conflict of law rules. (27) If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. (28) I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Camden County, Missouri. I consent and submit to the jurisdiction of any local, state, or federal court located in Camden County, Missouri. (29) Not a contract of employment: I understand and agree that any activities or tasks performed by me are strictly voluntary and are not in any way subject to not give rise to an employment relationship. I agree to save and hold harmless and indemnify each and all the parties previously referred to in this document, including without limitation Facility, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in or the lack of the minor('s/s') and ward('s/s') capacity, to act in accordance with this Agreement, and I release the Facility and said parties on behalf of the minor(s)/ward(s) and the minor('s/s')/ward('s/s') parents or legal guardian of said minor(s)/ward(s). (30) I have carefully read this consent form, have been given the opportunity to ask questions and fully understand its contents. No representations, statements, or inducements, oral or written, apart from

this form, have been made, except for those made by me in Facility's participation agreement (which is incorporated herein by this reference). My agreements to the provisions in this form are voluntary. I agree and warrant these releases and grants are binding upon me, the minor(s)/ward(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. (31) Where there is any inconsistency between the Visitation and Participation Agreement and the Release and Hold Harmless Agreement, this is to be construed to provide the most protection from liability for the Facility. **Initial** _____

Adult and/or Legal Guardian Information:

Adult Full Legal Name: _____

Phone: _____ Email: _____

Mailing Address: _____

City, State, Zip: _____

Medial Information:

Insurance or mark "uninsured" if applicable: _____

Select One:

- ___ I DO NOT have a physical or mental condition that may affect my safety or ability to ride, drive, and or train a horse.
- ___ I DO have a physical or mental condition that may affect my safety or ability to ride, drive and/or train a horse.

EMERGENCY CONTACT (for adult/legal guardian)

Name: _____ Relationship: _____

Phone Number: _____

MINOR/WARD PARTICIPANT(S) INFORMATION: All participant(s) who is/are under 18 years of age

1) Minor's/ Ward's Legal Name: _____

Date of Birth: _____ Relationship: _____

Cell Phone: _____

Insurance: _____ (state "Uninsured" if applicable)

Select One:

- ___ I DO NOT have a physical or mental condition that may affect my safety or ability to ride, drive, and or train a horse.
- ___ I DO have a physical or mental condition that may affect my safety or ability to ride, drive and/or train a horse.

Minor Child (if 13 or older) Signature: _____

2) Minor's/Ward's Legal Name: _____

Date of Birth: _____ Relationship: _____

Cell Phone: _____

Insurance: _____ (state "Uninsured" if applicable)

Select One:

- I DO NOT have a physical or mental condition that may affect my safety or ability to ride, drive, and or train a horse.
- I DO have a physical or mental condition that may affect my safety or ability to ride, drive and/or train a horse.

Minor Child (if 13 or older) Signature: _____

ADULT/LEGAL GUARDIAN SIGNATURE

I read and understood all the pages of this document, and by my signature I agree for myself and on behalf of the above listed minor(s)/ward(s), to be bound by each and every one of the terms in this Agreement. By my signature below, I represent that I am a parent or legal guardian (“responsible party”) of the above listed minor(s)/ward(s), whom I am able to and do contract for. I will ensure the minor(s)/ward(s) act in accordance with this Agreement, and I am liable for their actions. I had the opportunity to ask questions about this document before signing it. I verify that I am 18 years or older at the date of this signing.

Signature: _____ Date: _____