

L'ESPRIT PROPERTY OWNERS ASSOCIATION, INC.  
WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned, request permission to participate in activities including, but not limited to, horseback and trail riding on any property (e.g., common area, roads, trails or bridle paths) owned and/or regulated by the L'Esprit Property Owners Association, Inc., its officers, directors, agents, assigns and members. In consideration, therefore, for the privilege of riding and/or participating in a L'Esprit equine event, \_\_\_\_\_, the undersigned, does hereby agree to hold harmless and indemnify L'Esprit Property Owners Association, Inc., its officers, directors, agents, assigns and members, and further release them from any liability or responsibility for accident, damage, injury, or illness to the undersigned or any horse owned or used by the undersigned or any family member or spectator accompanying the undersigned.

I, the undersigned, represent that I am fully aware that the activities of horseback riding, including, but not limited to, trail riding, and traversing potentially dangerous and rough terrain, which are athletic events and are inherently dangerous activities, both to the rider and the horse, which pose potentially serious risks of injury or death to their participants. I wish to participate in these activities knowing they are dangerous. I understand that my horse or I may be injured or die 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, even well-trained ones, are often unpredictable and difficult to control. I accept and assume any and all risks of injury (including death) to me and my property.

I, the undersigned, on behalf of myself and my representative, heirs and assigns, hereby release (give up), waive, discharge, any and all rights and claims that I, my heirs, guardian, or legal representatives may have or may in the future have against L'Esprit Property Owners Association, Inc., and agree not to sue L'Esprit Property Owners Association, Inc., its officers, directors, agents, members, representatives, employees in their capacities as such and the owners and lessees of land, or other persons making property available for equine activities, where any injuries to myself or my horse occur or have occurred, and agree to indemnify, including payment of attorney's fees and costs, and hold each of such persons harmless with respect to any losses or damages, injuries or death to myself, the undersigned, and the horse utilized by myself, whether caused by the negligent or reckless acts of any such persons or otherwise.

I fully understand that this release covers, but is not limited to, inherent risks of an equine activity which means a danger or condition that is an integral part of equine activity, including, but not limited to, any of the following:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- The unpredictability of an equine's reaction to sound, sudden movement, unfamiliar objects, persons or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- Collisions with another equine, another animal, a person or an object;
- The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death or loss to the person or the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to within the ability of the participant.

**WARNING**

Under Kentucky Law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risk of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm activities. KRS 247.402.

I have carefully read this document, and I understand and agree that I am giving up (waiving or releasing) any right I have to sue or make a claim against the L'Esprit Property Owners Association, Inc. and the parties described in this waiver. It is my intent to give up these rights and provide this hold harmless agreement, and I do so knowingly and voluntarily. I agree to be bound by this Release, Waiver of Liability, and Indemnity Agreement which I am executing this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PARENT OR GUARDIAN MUST SIGN IF RIDER  
IS UNDER EIGHTEEN YEARS OF AGE