

COWBOY COUNTRY CHURCH

LOUISVILLE, KANSAS

ASSUMPTION OF RISK, WAIVER, AND RELEASE

Name: _____ Date of Birth: _____

Address: _____

Home Phone: _____ Cell Phone: _____ E-mail: _____

KANSAS – 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.

Release and Waiver of Liability and Indemnity Agreement:

IN CONSIDERATION of participating in hunting, domestic animal activities, fishing, and related activities; being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the riding arena, competition area, chutes, pens, areas reserved and intended for participants or restricted to the general public, and all walkways, concessions, and other areas appurtenant to any area where any activity related to an event held by the Cowboy Country Church shall take place); or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in an event held by the Cowboy Country Church or on the Cowboy Country Church's premises, THE UNDERSIGNED, for myself, my personal representatives, heirs, and next of kin will release and forever discharge the Cowboy Country Church, its trustees, officers, agents, representatives, guests, employees, helpers, sponsors, owners and lessees of premises used to conduct any aforementioned activity or event, from and against any and all claims, demands, causes of action, damages, including attorney's fees, resulting from any accident, incident, or occurrence arising out of, incidental to, or in any way resulting from my using the Cowboy Country Church's premises and all improvements thereon and from engaging in activities and events thereon, whether or not caused by Cowboy Country Church's negligence or gross negligence. I further covenant and agree that I will not make any claim or institute any suit or action at law or in equity against the Cowboy Country Church or its trustees, officers, agents, representatives, guests, employees, helpers, sponsors, owners and lessees of premises used to conduct any aforementioned activity or event by reason of conditions of the Premises or activities occurring thereon.

I acknowledge that I am aware that there is an inherent danger involved in hunting, domestic animal activities, fishing, and related activities and that serious injuries and death can occur. I acknowledge that accidents involving firearms, ammunition, domestic animals, fishing equipment, natural hazards (including without limitation lakes, ponds, rivers, and streams), hidden ground openings, fences, poisonous plants, wildlife, and various dangers may occur on the Cowboy Country Church's premises. I acknowledge that 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.

I further acknowledge that I have read these statements, understand their content and certify my compliance by my signature below.

Signature

Parent / Guardian Signature

Date

If the above named is a minor (under 18 years of age), parent/guardian must agree and sign above.