



PRAIRIE HILL Learning Center

17705 S. 12th, Roca, NE 68430 • (402) 438-6668 • A nonprofit educational corporation

RELEASE OF LIABILITY, AGREEMENT NOT TO SUE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

In consideration of the Child's interaction with all the animals at PRAIRIE HILL Learning Center (to include but not limited to riding, feeding, and caring for) the receipt and sufficiency of which is expressly acknowledged, the Child's parent(s)/guardian(s) understands, warrants and agrees as follows:

-Working with animals, in any form and especially involving horses is an inherently dangerous action sport, carrying with them the significant risk of serious personal injury and property damage, which risks are substantially increased by, preparing for, practicing for and actually participating in any kind of event.

-The elements of nature, mechanical and environmental conditions and risks and other similar factors, which are beyond the control PRAIRIE HILL Learning Center, may, independently or in combination with the Child's animal related activities, cause property damage or severe injuries to the Child or others.

-The parent understands that as a condition to his/her Child's interaction with the horses, the Child shall, at all times, be required to exercise all care for his/her own safety and the safety of others, and shall abide by and conduct him/herself in a manner consistent therewith.

-The Child shall be required to wear protective safety equipment including (without limitations) head, other protective gear, before and during interacting with the animals.

According, the parent, for him/her self, spouse, heirs, assigns, related individuals and related entities, does hereby release, waive, absolve, discharge and agree to hold harmless PRAIRIE HILL Learning Center, including its representatives, officers, directors, employees, agents, affiliates, insurers and attorneys (collectively, the "Released Parties"), from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which the Child's parent(s)/guardian shall or may have in the future against the Released Parties arising out of based on, related to or connected with the Child's participation in any related activities. The parent(s)/guardian also agrees to indemnify and hold the Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements, and attorney fees that are associated with the Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Child's participation in any activity including, but not limited to failure to warn, negligence (whether caused by the sole negligence of the Released Parties, the concurrent negligence of the Released Parties with Child or any other person, or otherwise), strict liability, or otherwise.

The Child's parent(s)/guardian(s) understands that if any circumstance or understanding affecting the Child's parent(s)/guardian(s) election to sign this Release of Liability, Agreement Not To Sue, Hold Harmless and Indemnification Agreement is later found to be other than or different than now believed by the Child's parent(s)/guardian(s) to be true, Child's parent(s)/guardian(s) expressly accepts and assumes the risk of such possible difference and agrees that this Release of Liability, Agreement Not To Sue, Hold Harmless and Indemnification Agreement shall be and remain effective notwithstanding such difference.

The Child's parent(s)/guardian(s) covenants and agrees not to sue or institute, prosecute, maintain, proceed on, or assist with a suit which arises out of, or may be, in whole or in part, based upon, related to or connected with the released matters herein or any part of them.

The Child's parent(s)/guardian(s) further covenants and agrees that in the event that the Child is injured during a related activity, the Child's parent(s)/guardian(s) consents to treatment of any injury. The Child's parent(s)/guardian(s) authorizes PRAIRIE HILL Learning Center, at its sole discretion and without any obligation thereby implied, to arrange for transport to a hospital or other medical facility for further medical attention. The Child's parent(s)/guardian(s) understands and agrees that PRAIRIE HILL Learning Center is not responsible for transporting the Child to a hospital or medical facility that participates in his/her insurance/managed care plan, and the Child's parent represents and warrants that he/she has sufficient medical and accident insurance that will be maintained throughout the entire period of the Child's participation in the related activities, to cover all costs of medical care and treatment required as a result of any injury or accident.

The parent acknowledges that this Release of Liability, Agreement Not to Sue, Hold Harmless and Indemnification Agreement is executed in exchange for the opportunity to participate in PRAIRIE HILL Learning Center's activities. This Release of Liability, Agreement Not to Sue, Hold Harmless and Indemnification Agreement shall remain in force until written revocation thereof is delivered to PRAIRIE HILL Learning Center. However, the Child's parent(s)/guardian(s) recognize(s) that such revocation will result in the Child being prohibited from further participation in the related activities.

THE CHILD'S PARENT(S)/GUARDIAN(S) HAS(HAVE) READ THIS RELEASE OF LIABILITY, AGREEMENT NOT TO SUE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT IN ITS ENTIRETY, UNDERSTANDS IT, VOLUNTARILY AGREES TO IT, AND FURTHER UNDERSTANDS THAT THE CHILD'S PARENT(S)/GUARDIAN(S) HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. THE PERSON(S) SIGNING THIS DOCUMENT HAS THE FULL AUTHORITY AND CAPACITY TO DO SO.

Name _____ Dated (month) _____ (day) _____ (year) _____

Guardian/Parent Signature

Guardian/Parent Printed Name