

The undersigned Participant/Spectator/Visitor/Guest (collectively "Guest"), on his/her own behalf and as the Parent(s)/Legal Guardian(s) of a minor Guest (any reference to Guest will include the interests of his/her minor Guest if the participating Guest is a minor), for good and valuable consideration, agrees to the following terms and conditions of this Assumption of Risk, Release, Waiver, Hold Harmless, and Indemnification Agreement ("Agreement"):

**1. Assumption of Risk and Waiver:** Guest understands and accepts the risks of engaging in domesticated animal activities and merely being near a domesticated animal (without limitation, canine, bovine, swine, sheep, goat, domesticated deer, llama, poultry, rabbit, horse, pony, mule, jenny, donkey, or hinny) (collectively "domesticated animal"). A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damage(s) to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting. The domesticated animal may react unpredictably to conditions, including, but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals, or objects. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities. Guest understands the resulting injuries, death, and property damage that may result from the accepted risks of engaging in domesticated animal activity or just being near a domesticated animal, that domesticated animals are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Guest is not relying on Released Parties (as defined below) to list all possible domesticated animal-related risks. In addition Guest further accepts all risks associated with going over cross country jumps, fences, stadium jumps or other obstacles, trail riding, trail walking or hiking, through or over normal or dangerous and rough terrain, walking or riding up or down steep slopes, over water crossings, through woods, over or under dead fall from trees, including the potential of falling trees and/or limbs, and any other unlisted or unforeseen risks on the property. Guest agrees that he/she understands the risks and dangers inherent in domesticated animal activities and any other listed or unlisted or unforeseen risks and agrees to assume them, to at all times to be responsible for his/her personal safety, remain financially responsible for his/her medical expenses, and waives his/her right to any claims arising from his/her participation in or observation of any domesticated animal activities, being near a domesticated animal, or mere presence on the property of Jonathan H. Chester Revocable Trust, Jonathan H. Chester individually and as Trustee or any successor trustee, Margaret J. Armstrong Revocable Trust, Margaret J. Armstrong individually and as Trustee or any successor trustee, Michelle M. Chester, Rachel R. Chester, located at 54643 282<sup>nd</sup> Street, Ames, IA 50010 (collectively the property or the "Facility").

**2. Release, Hold Harmless, Indemnification:** Guest agrees to release and hold the Facility, it's owners, managers, officers, directors, members, partners, subsidiaries, affiliates, agents, attorneys, assistants, representatives, assigns, volunteers, employees, independent contractors, trainers, and others acting on their behalf, as well as Jonathan H. Chester Revocable Trust, Jonathan H. Chester personally and as Trustee, Margaret J. Armstrong Revocable Trust, Margaret J. Armstrong personally and as trustee, Michelle M. Chester, Rachel R. Chester and their respective heirs, relatives, agents, attorneys, assigns, and others acting on their behalf, including any other Guest giving lessons or holding clinics (collectively "Released Parties"), harmless for any illness, injury, death, damage, or other loss incurred by Guest unless caused by Released Parties' gross negligence or wanton and willful misconduct. Guest agrees to indemnify Released Parties against injuries and damages sustained or suffered by any third party, whether caused by Guest directly or indirectly, and which includes reimbursement of Released Parties' attorneys' fees and costs.

**3. Governing Law and Time Limitation:** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa. All disputes relating to the interpretation and enforcement of this agreement shall be resolved exclusively by the state court in Story County, Iowa. The parties hereto hereby submit to the jurisdiction and venue of the Court for such purpose. Guest agrees that any and all claims and/or causes of action, for injury, death, property damage, or other claims or losses by Guest, on his/her own behalf and/or on behalf of a minor Guest, against the Released Parties, must be brought within one (1) year of the date they accrue.

**4. Attorneys' Fees:** Guest agrees to reimburse Released Parties for any and all attorneys' fees and costs incurred by Released Parties in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving, or in any way relating to, Guest.

**5. Guest Certification:** Guest certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of his/her minor Guest, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein. Guest further agrees that Walnut Creek Stable, Jonathan H. Chester Revocable Trust, Jonathan H. Chester as Trustee and personally, Margaret J. Armstrong Revocable Trust, Margaret J. Armstrong as Trustee and personally, Michelle M. Chester, and any Guest giving lessons or holding clinics are Domesticated Animal Professionals under the Iowa Code Chapter 673.

**WARNING**

**UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Guest signing on own behalf and as Add'l Parent/Legal Guardian if Guest is a minor

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_