

**WOODFORD HOUNDS, INC., AND  
WOODFORD HOUNDS EDUCATIONAL FOUNDATION, INC.  
WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

I, the undersigned, request permission to participate in activities including, but not limited to, horseback riding, cross country riding, trail riding, and foxhunting with the Woodford Hounds, Inc. In consideration, therefore, for the privilege of riding and/or participating in a Woodford Hounds, Inc./Woodford Hounds Educational Foundation, Inc., equine event. \_\_\_\_\_, the undersigned, does hereby agree to hold harmless and indemnify Woodford Hounds, Inc., and/or the Woodford Hounds Educational Foundation, Inc., their agents and assignees, 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, foxhunting, trail riding, and riding to hounds (which includes, but not limited to jumping over fences, other obstacles, and traversing dangerous and rough terrain), and all other activities conducted by Woodford Hounds, Inc./Woodford Hounds Educational Foundation, Inc., 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 though 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 Woodford Hounds, Inc., and Woodford Hounds Educational Foundation, Inc., and agree not to sue Woodford Hounds, Inc., and/or the Woodford Hounds Educational Foundation, Inc., its Joint Masters, officers, directors, huntsmen, whippers-in, agents, members, representatives, employees in their capacities as such and the owners and lessees of land, or other persons making property available for Woodford Hounds, Inc./Woodford Hounds Educational Foundation, Inc., 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, (my heirs) also agree to defend and indemnify and hold harmless the Woodford Hounds, Inc., and/or the Woodford Hounds Educational Foundation, Inc., and any Landowner(s) involved from any expenses, damages or judgments, including any legal expense, reasonable attorneys' fees, claims for contribution or indemnification resulting from claims by third parties arising out of my activities mentioned above or the use of any property in relation to any such of my activities and, if applicable, the claims by my children listed below or at majority.

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.

I also acknowledge and agree that I have, or it is my responsibility to obtain and keep in force sufficient insurance coverage (including but not limited to liability, health and life) to protect me from any expense, liability claims or damages mentioned or included in this agreement and that whether or not I obtain such insurance and whether or not such insurance is sufficient, the provisions above shall be fully effective and enforceable and I will be bound and liable thereunder.

**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 247.4027.

I acknowledge the existence of KRS 150.645 (Liability of landowner consenting to hunting, fishing, trapping, camping, or hiking on premises) a copy of which is printed on the reverse side hereof, and agree that this Release is in addition to said statutory provisions and not in lieu thereof.

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 Woodford Hounds, Inc., and/or the Woodford Hounds Educational Foundation, 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

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

Contact person and telephone number in case of injury:

\_\_\_\_\_  
(\_\_\_\_\_) \_\_\_\_\_

Name of Health Insurance provider:

\_\_\_\_\_  
\_\_\_\_\_

Policy No. \_\_\_\_\_

- (4) Surrounding landowners may by permission irrigate from said lake providing that there is no adverse affect on the lake itself.
- (5) Parking shall be regulated to prevent obstruction of the highway.

HISTORY: 1958 c 115, eff. 6-19-58

#### CROSS REFERENCES

Cooperation between state departments, 12.090  
Department of highways, Ch 176

Restrictions on boating, swimming, water skiing, boats and motors; docks; ensure noninterference with fishermen, authority to enforce, 301 KAR 1:012, 301 KAR 1:015, 301 KAR 1:016  
Cedar Creek Lake, safety procedures, 301 KAR 1:019

#### LIBRARY REFERENCES

Highway construction. 26 Am Jur 2d, Eminent Domain § 72

#### 150.630 Violations of law pertaining to shooting or hunting preserves; cancellation or revocation of license

No person shall violate any law or regulations relating to licensed shooting preserves, or licensed hunting preserves. Any owner or operator who permits any person to hunt on his or her licensed shooting preserve without the required license may have his or her license canceled or revoked by the commissioner of the Department of Fish and Wildlife Resources.

HISTORY: 1956 c 115, § 20, eff. 5-18-56

Penalty: 150.990(1)(2)(4)

#### PRACTICE AND STUDY AIDS

Abramson, West's Kentucky Practice, Substantive Criminal Law 16.17, n 9

#### CROSS REFERENCES

Waterfowl reporting requirements, 301 KAR 2:223  
Crow hunting season, 301 KAR 2:260

#### LIBRARY REFERENCES

Violations and penalties. 35 Am Jur 2d, Fish and Game § 54

#### 150.640 Acts of depredation prohibited while hunting, fishing or trapping; domestic livestock roaming on department lands prohibited

- (1) No person engaged in hunting, fishing or trapping upon either public or private property shall commit any acts of depredation, such as setting of fires, destruction of fences, shooting of livestock or poultry, theft or causing damage to any property in any manner.
- (2) No person shall knowingly permit domestic livestock to feed or roam free upon lands owned, licensed or leased by the department except as provided by regulations or authorized by the commissioner.

HISTORY: 1978 c 178, § 17, eff. 6-17-78  
1956 c 115, § 21

Penalty: 150.990(1)(2)(10)

#### CROSS REFERENCES

Restrictions on boating, swimming and docking on state-owned property; ensure noninterference with fishermen, 301 KAR 1:012, 301 KAR 1:016

Cedar Creek Lake, safety procedures, 301 KAR 1:019  
Land Between the Lakes hunting requirements, 301 KAR 2:050  
State park deer hunts, 301 KAR 2:179  
Public use of wildlife management areas, 301 KAR 3:010

#### LIBRARY REFERENCES

Acts of depredation. 52 Am Jur 2d, Malicious Mischief § 10, 11

#### 150.645 Liability of landowner consenting to hunting, fishing, trapping, camping, or hiking on premises

An owner, lessee or occupant of premises who gives permission to another person to hunt, fish, trap, camp or hike upon the premises shall owe no duty to keep the premises safe for entry or use by the person or to give warning of any hazardous conditions on the premises, and the owner, lessee, or occupant, by giving his permission, does not thereby extend any assurance that the premises are safe for such purpose, or constitute the person to whom permission is granted an invitee to whom a duty of care is owed. The owner, lessee, or occupant giving permission for any of the purposes stated above shall not be liable for any injury to any person or property caused by the negligent acts of any person to whom permission is granted. This section shall not limit the liability which would otherwise exist for willful and malicious failure to guard or to warn against a dangerous condition, use, structure, or activity; or for injury suffered in any case where permission to hunt, fish, trap, camp, or hike was granted for a consideration other than the consideration, if any, as set forth in KRS 411.190(1)(d), paid to said owner, lessee, or occupant by the state. The word "premises" as used in this section includes lands, private ways, and any buildings and structures thereon. Nothing in this section limits in any way any liability which otherwise exists.

HISTORY: 1998 c 275, § 4, eff. 7-15-98  
1968 c 38, § 29, eff. 6-13-68

#### CROSS REFERENCES

Obligations of owner to persons using land for recreation, 411.190

#### LIBRARY REFERENCES

Right created by private grant or reservation to hunt or fish on another's land. 49 ALR2d 1395

Liability of owner or operator of trailer camp or park for injury or death from condition of premises. 41 ALR3d 546

#### NOTES OF DECISIONS AND OPINIONS

##### 1. Landowner liability

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OAG 90-137. KRS 150.092(1), creating a class of deer and turkey hunters, is unconstitutional as special legislation. KRS 150.092(1) does not increase landowner liability or create a contract.

#### 150.650 "Pay lakes" defined—Repealed

HISTORY: 1992 c 353, § 11, eff. 7-14-92  
1956 c 93, § 1.

#### 150.660 Establishment of pay lakes, authority of commissioner concerning; stocking requirement; permits; revocation of license

- (1) Any person may establish a pay lake subject to the approval of the commissioner of the Department of Fish and Wildlife Resources, who shall have the authority to approve or reject the establishment of pay

**247.402 Warning of inherent risks; limitation of claims by participants; exceptions**

- (1) The inherent risks of farm animal activities are deemed to be beyond the reasonable control of farm animal activity sponsors, farm animal professionals, or other persons. Therefore, farm animal activity sponsors, farm animal professionals, or other persons are deemed to have the duty to reasonably warn participants in farm animal activities of the inherent risks of the farm animal activities but not the duty to reduce or eliminate the inherent risks of farm animal activities. Except as provided in subsections (2) and (3) of this section, no participant or representative of a participant who has been reasonably warned of the inherent risks of farm animal activities shall make any claim against, maintain an action against, or recover from a farm animal activity sponsor, a farm animal professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of farm animal activities.
- (2) Nothing in subsection (1) of this section shall prevent or limit the liability of a farm animal activity sponsor, a farm animal professional, or any other person if the farm animal activity sponsor, farm animal professional, or person:
  - (a) Provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and the equipment or tack was faulty to the extent that it contributed to the injury;
  - (b) Provided the farm animal and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the farm animal activity and to safely manage the particular farm animal based on the participant's representations of the participant's ability;
  - (c) Owns, leases, has authorized use of, rents, or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known or should have been known to the farm animal activity sponsor, farm animal professional, or person and for which warning signs have not been conspicuously posted;
  - (d) Commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission caused the injury; or
  - (e) Negligently or wrongfully injures the participant.
- (3) Nothing in subsection (1) of this section shall prevent or limit the liability of a farm animal activity sponsor or a farm animal professional under liability provisions as set forth in the Product Liability Act of Kentucky found at KRS 411.300 to 411.340.
- (4) Nothing in subsection (1) of this section shall, in the event of a breach of duty by a farm animal activity sponsor, farm animal professional, or other person:
  - (a) Limit the amount to be recovered for injuries resulting in death, or for injuries to person or property; or
  - (b) Deny or delay a person's remedies in open court for injury done him in his lands, goods, person, or reputation.

- (5) Adherence by a farm animal activity sponsor or farm animal professional to the standards of care within the profession creates a rebuttable presumption that the conduct of the farm animal activity sponsor or farm animal professional was not negligent.
- (6) Compliance by a farm animal activity sponsor, farm animal professional, or other person with the provisions of KRS 247.4027 creates the presumption that the farm animal activity sponsor, farm animal professional, or other person has given the participant reasonable notice of the inherent risks of farm animal activities.

HISTORY: 1996 c 78, § 5, eff. 7-15-96

**247.4025 Activities exempt from KRS 247.401 to 247.4029**

- (1) KRS 247.401 to 247.4029 shall not apply to farm animal activity sponsors, farm animal activity professionals, persons, or participants when engaged in horse racing activities.
- (2) KRS 247.401 to 247.4029 shall not apply to questions of liability arising from fencing and enclosure as regulated by KRS 256.010 to 256.990.
- (3) KRS 247.401 to 247.4029 shall not affect the liability of landowners to trespassers as regulated by KRS 381.231 and 381.232 except to codify Kentucky common law that horses in pastures are not attractive nuisances.

HISTORY: 1996 c 78, § 6, eff. 7-15-96

**247.4027 Warning signs and notices; waiver; effect of non-compliance; exclusions**

- (1) Every farm animal activity sponsor and every farm animal professional shall post and maintain signs which contain the warning notice specified in subsection (3) of this section. Signs shall be placed in a clearly visible location on or near stables, corrals, or areas where the farm animal professional or the farm animal activity sponsor conducts farm animal activities. The warning notice specified in subsection (3) of this section shall appear on the sign in black letters, with each letter to be a minimum of one (1) inch in height.
- (2) Every written contract entered into by a farm animal professional or by a farm animal activity sponsor for the providing of professional services, instruction, or the rental of equipment or tack or a farm animal to a participant, whether the contract involves farm animal activities on or off the location or site of the farm animal professional's or the farm animal activity sponsor's business, shall contain in clearly readable print the warning notice specified in subsection (3) of this section.
  - (a) If a participant or parent or guardian of a minor prior to participation in a farm animal activity knowingly signs a contract containing the warning set forth in subsection (3) of this section, the contract shall be deemed a waiver of the right to bring an action against the farm animal professional or farm animal activity sponsor for any injury, damage, loss, or death arising out of any farm animal activity. The waiver shall be binding upon the participant, except as regards acts of negligence by a farm animal professional, a farm