

Indemnity Agreement and Release of Liability

Brown Farm Wagon Train, July 17, 2010

WHEREAS, the undersigned, both individually and/or as Guardian and Next Friend of the child(ren) named below (hereinafter referred to as the "Releasing Parties"), desire to participate in animal related and/or riding activities associated with the Brown Farm Pioneer Days, Brown Farm Pioneer Days Wagon Train, and Central City Historical Society in Central City, Ia. and

WHEREAS, the Releasing Parties acknowledge the inherent risks of this domesticated animal activity, to-wit: the integral danger of condition associated with the propensity of a domesticated animal to behave in the manner that is reasonably foreseeable to result in damages to property, injury, or death to a person. The risks generally associated with such an activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, kicking, or butting. The unpredictable reaction by a domesticated animal to unfamiliar conditions, including but not limited to, a sudden movement; loud noise, and unfamiliar environment; or the introduction of unfamiliar persons, animals or objects. Further risks include a potential for collision by a domesticated animal with another object or animal, and the failure of the Releasing Parties to exercise reasonable care, take adequate precautions, or use adequate control when engaging in the activity, including failing to maintain reasonable control or failing to act in a manner consistent with the person's abilities; and

WHEREAS, after recognizing the foregoing and wishing to participate and/or allow the child(ren) listed below to participate in these domesticated animal activities, the Releasing Parties agree as follows:

1. Parties to Whom this Release Applies. The undersigned Releasing Parties release Central City Historical Society, Brown Farm, council members, board members, officers, employees, volunteers, shareholders, directors, Jeff and Joann Carnahan, Melvin and Carol Henderson, and their families, individually, states, cities, towns, Linn County and other governmental bodies and locations in which Brown Farm Pioneer Days Wagon Train Event takes place, and the officers, directors, employees, agents, insurers, other participants and representatives, and their families, all collectively hereinafter referred to as "The Released Parties" under this agreement.
2. Domesticated Animal Activity Sponsor. The Releasing Parties hereby agree that the above named Released Parties constitute "Domesticated Animal Activity Sponsors" as defined in Chapter 673 of the Iowa Code.
3. Full and Complete Release. The Releasing Parties in consideration for allowing them to participate in the domesticated animal activities, do hereby release, acquit, and forever discharge the Released Parties and their insurance carriers, as well as any and all of their respective past, present, and future individuals, officers, directors, stockholders, attorneys, agents, servants, volunteers, representatives, employees, affiliates, partners, predecessors, and successors in interest, their heirs or assigns, and all other persons, firms, or corporations, who

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are or may be liable as a result of the activities of Brown Farm Pioneer Days Wagon Train Event in Linn County, Iowa, from any and all demands, actions, and causes of action of any kind or nature whatsoever, whether based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages of declaratory relief, which the Releasing Parties now have, or which may hereafter accrue or otherwise be acquired on account of the participation in the domesticated animal activities during the Brown Farm Pioneer Days Wagon Train Event in Linn County, Iowa. This Release on the part of the Releasing Party shall be fully binding on the undersigned, and by executing this document, the undersigned acknowledges that he/she has exclusive custody of said child and agrees to the terms hereof.

4. Indemnification. The Releasing Parties agree to defend, indemnify, and hold the Released Parties harmless from any and all claims, demands, obligations, action, causes of action, claiming through the Releasing Parties or arising out of payment of any health, disability, or workmen's compensation benefits or similar benefits to the Releasing Parties by reason of any occurrence during the domesticated animal activities conducted at the Brown Farm Pioneer Days Wagon Train Event in Linn County, Iowa.

The undersigned Releasing Parties do hereby agree to compensate the Released Parties, in full, for any loss, expense, damage, or costs that they might incur by reason of any negligent activities on the part of the Releasing Party or the child(ren) and the use of the facilities of the Releasing Parties.

5. Health Insurance. The undersigned hereby warrant that they have medical insurance which will compensate any injuries which result to the Releasing Parties or their child(ren) sustained while participating in the Brown Farm Pioneer Days Wagon Train Event.
6. **STATUTORY WARNING. UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL AND A DOMESTICATED ANIMAL ACTIVITY SPONSOR ARE NOT LIABLE FOR DAMAGES SUFFERED BY, AND 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 THE INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.**

A NUMBER OF INHERENT RISKS ARE ASSOCIATED WITH A DOMESTICATED ANIMAL ACTIVITY. A DOMESTICATED ANIMAL MAY BEHAVE IN A MANNER THAT RESULTS IN DAMAGES TO PROPERTY, OR AN INJURY OR DEATH TO A PERSON, RISKS ASSOCIATED WITH THIS ACTIVITY MAY INCLUDE INJURIES CAUSED BY BUCKING, BITING, STUMBLING, REARING, TRAMPLING, SCRATCHING, PECKING, FALLING, OR BUTTING.

A DOMESTICATED ANIMAL MAY REACT UNPREDICTABLY TO CONDITIONS INCLUDING BUT NOT LIMITED TO A SUDDEN MOVEMENT, LOUD NOISE, AN

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UNFAMILIAR ENVIRONMENT, OR THE INTRODUCTION OF UNFAMILIAR PERSONS, ANIMALS, OR OBJECTS.

A DOMESTICATED ANIMAL MAY ALSO REACT IN A DANGEROUS MANNER WHEN THE 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 A 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.

THIS DOCUMENT CONSTITUTES A RELEASE OF LIABILITY. DO NOT SIGN THIS DOCUMENT UNLESS YOU UNDERSTAND ITS TERMS AND AGREE TO BE BOUND THEREBY.

RELEASING PARTIES:

Guardian and Next Friend of _____ X

Signature _____ X

Signature _____ X

Address _____ X

Telephone Number _____ X

Date _____ X