

ACKNOWLEDGMENT, WAIVER, RELEASE, AND EXPRESS ASSUMPTION OF RISK

- _____ **1** Pursuant to section 2305.321 of the Ohio Revised Code, the undersigned equine activity participant, for him or herself, his or her heirs, executors, administrators and assigns, and if participant is a minor, on behalf of such minor as parent or guardian, hereby executes this acknowledgment, waiver, release, and express assumption of risk and does hereby waive any claim or cause of action upon which a recover of damages may be based, against Maria Lee or the Equestrian Arts Foundation (EAF) (hereinafter referred to as “equine activity sponsor / equine professional”) arising out of any equine activity resulting in harm, damages, injury or death from any inherent risk of an equine activity, including but not limited to the following, which equine participant understands and appreciates are inherent risks in and around equine activity.
- _____ **2** (a) The propensity of an equine to behave in ways that may result in injury, death or loss to person on or around the equine.
- _____ **3** (b) The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons or other animals.
- _____ **4** (c) Hazards, including but not limited to surface or subsurface conditions.
- _____ **5** (d) A collision with another equine, another animal, a person or an object.
- _____ **6** (e) The potential of an equine activity sponsor to act in a negligent manner, that may contribute to injury, death or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
- _____ **7** Further, and beyond the specifications and provisions of Ohio Revised Code Section 2305.321 the undersigned equine activity participant for him or herself, his or her heirs, executors, administrators and assigns, hereby waives any claim or cause of action upon which a recovery of damages may be based against equine activity sponsor / equine professional or any harm, injury, or death to the equine activity participant that may arise as a result of an equine activity, arising from the negligence of the equine activity sponsor / equine professional, whether caused by an inherent risk of an equine activity as described in Section 2305.321 of the Ohio Revised Code, or otherwise.
- _____ **8** This acknowledgment, waiver, release, and express assumption of risk is given in return for the use the date this instrument, and on all future days of property, facilities and services of the equine activity sponsor / equine professional, and equine participant, or his or her heirs, assigns, and legal representatives, also further expressly agree to the following:
- _____ **9** Participant is responsible for full and complete insurance coverage on his or her horse, personal property and him or herself.
- _____ **10** Participant expressly ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT’S USE OF OR PRESENCE UPON EQUINE ACTIVITY SPONSOR / EQUINE PROFESSIONAL’S PROPERTY AND FACILITIES including, without limitation but not limited to: the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care and/or the negligence and/or deliberate act of another person, and those inherent risks set forth in Section 2305.321 of the Ohio Revised Code as set forth elsewhere in this document.

_____ **11** Participant agrees to hold equine activity sponsor / equine professional and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of participants use of or presence upon equine activity sponsor / equine professional's property and facilities, including consequential damages, except if the damages are caused by the direct willful and wanton gross negligence of the equine professional.

_____ **12** Participant agrees to waive the protection afforded by any statute or law in Ohio whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

_____ **13** Participant agrees to indemnify and defend equine activity sponsor / equine professional against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from the participant's use of or presence upon the equine activity sponsor / equine professional's property and facilities.

_____ **14** If participant is using participant's horse, the horse shall be free from infection, contagious or transmittable diseases. Equine activity sponsor / equine professional reserves the right to refuse the horse if not in proper health or is deemed dangerous or undesirable. If using participant's horse, a negative Coggins test that has been performed within the last year must be provided by the participant.

_____ **15** This contract is non-assignable and non-transferable and is made and entered into in the State of Ohio and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with state law, then that clause is null and void but shall have no effect on the remainder of the terms herein.

_____ **16** WARNING: UNDER OHIO LAW, AN EQUINE ACTIVITY SPONSOR / EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

_____ **17** WHEN THE EQUINE SPONSOR / EQUINE PROFESSIONAL AND PARTICIPANT (AND PARTICIPANT'S PARENT OR GUARDIAN, IF PARTICIPANT IS A MINOR) SIGN THE CONTRACT, IT WILL THEN BE BINDING.

I have read and understand this document.

Participant Date

Phone #

Participant's Guardian Date

Address

Equine Sponsor / Equine Professional Date
For Equestrian Arts Foundation
