HORSE RENTAL AGREEMENT AND LIABILITY RELEASE FORM FOR INDIVIDUALS

The Muddy Water Equestrian Park,

hereafter known as “THIS STABLE” Location: 10129 Mill Road Mt. Healthy, Ohio 45231

PLEASE READ CAREFULLY BEFORE SIGNING SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.  THIS STABLE DOES NOT GUARANTEE YOUR SAFETY

      Rider Name(s) Age (if under 21)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

      Weight\_\_\_\_\_\_\_\_\_\_\_ (Over 240lbs.)\_\_\_\_\_\_\_\_\_\_\_

      Horse Riding Experience(Check one which applies \_\_\_\_Yes\_\_\_\_ No

      \_\_\_\_\_Beginner (under 10 hours) \_\_\_\_\_Over 10 Hrs

Does this rider have physical and/or mental conditions, problems, and/or disabilities which may affect his/her safety and ability to ride a horse?   Yes or  No  (if yes,circle all that apply ): Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs; other. If other please describe \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

HORSE RIDING INSTRUCTIONS/LESSONS RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Express Assumption of Risk Associated with Horse Riding Instructions/Lessons, and Related Activities.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Horse Riding Instructions/Lessons, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

\_\_\_\_/\_\_\_\_1. Risk of injury from the activity and equipment utilized in Horse Riding is significant including the potential for permanent disability and death.

\_\_\_\_/\_\_\_\_ 2. Possible equipment failure and/or malfunction of my own or others’ equipment.

\_\_\_\_/\_\_\_\_ 3. My own negligence and/or the negligence of all others, including employees, agents, independent contractors or representatives of The Muddy Water Equestrian Park, including but not limited to operator error.

\_\_\_\_/\_\_\_\_ 4. The propensity of an equine (horse) to behave in dangerous ways that may result in injury to the participant regardless of the equine’s previous training and past performance.

\_\_\_\_/\_\_\_\_ 5. The inability to predict an equine's (horse’s) reaction to sound, movements, unfamiliar environment, objects, persons, or animals.

\_\_\_\_/\_\_\_\_ 6. Natural hazards including but not limited to surface or subsurface conditions.

\_\_\_\_/\_\_\_\_ 7. Propensity for an equine (horse) to run, buck, bite, kick, shy, stumble, rear, trample, scratch, peck, fall, make unpredictable movements, spook, down, jump, butt, step on a person’s feet, push or shove without warning or apparent cause.

\_\_\_\_/\_\_\_\_ 8. Saddles or bridles may loosen or break which may cause the participant to be jolted or fall. \_\_\_\_/\_\_\_\_ 9. The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal.

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\_\_\_\_/\_\_\_\_ 10. The potential for a participant to fail 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.

\_\_\_\_/\_\_\_\_ 11. Collisions with trees, brush, and other animals or objects.

\_\_\_\_/\_\_\_\_ 12. Broken bones, severe injuries to the head,

neck, and back which may result in severe impairment or even death.

\_\_\_\_/\_\_\_\_ 13. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.

\_\_\_\_/\_\_\_\_14. Exposure to outdoor elements,including but not limited to avalanche, rock fall, inclement weather, thunder and lighting, severe and or varied wind, temperature and all other weather conditions.

\_\_\_\_/\_\_\_\_ 15. Attack by or encounter with insects, reptiles, and/or animals.

\_\_\_\_/\_\_\_\_ 16. Accidents or illness occurring in remote places where there are no available medical facilities.

\_\_\_\_/\_\_\_\_ 17. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

\_\_\_\_/\_\_\_\_ 18. My sense of balance, physical coordination, and ability to follow instructions.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in Horse Riding and related activities, I hereby agree, acknowledge and appreciate that:

\_\_\_\_/\_\_\_\_ 19. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY,DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,the following named persons or entities, herein referred to as releasees. The Muddy Water Equestrian Park, Owner (Company and/or Person)

\_\_\_\_/\_\_\_\_ 20. To release the releasee’, their officers, directors, employees, representatives, agents, and volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive

negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

\_\_\_\_/\_\_\_\_ 21. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

PROTECTIVE HEADGEAR REFUSAL AGREEMENT

\_\_\_\_/\_\_\_\_ 22. I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by The Muddy Water Equestrian Park that we should wear a properly fitted helmet in order to reduce some or all of our head injuries as the result of a fall or any other occurrence associated with this hazardous activity. We realize that we are subject to injury from this activity to which we are exposing ourselves purely voluntarily.

\_\_\_\_/\_\_\_\_ WE ARE ACCEPTING THIS CRITICAL SAFETY PRECAUTION OF PROTECTIVE HEADGEAR.

\_\_\_\_/\_\_\_\_ AGAINST THIS ADVICE, WE ARE REFUSING THIS CRITICAL SAFETY PRECAUTION OF PROTECTIVE HEADGEAR.

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\_\_\_\_/\_\_\_\_23. NATURE OF STABLE HORSES – I UNDERSTAND THAT: THIS STABLE chooses its rentalhorses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and THIS STABLE follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much small, weaker predator mammal (human) tries to impose its will on a much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instinct which may include, but are not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.

\_\_\_\_/\_\_\_\_ 24. CONDITIONS OF NATURE- I UNDERSTAND THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature than can scare a horse, cause it to fall, or react in some other unsafe way. Some Examples Are: Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, fly near, or bite/sting a horse or person; and irregular looting on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

\_\_\_\_/\_\_\_\_ 25. RIDER RESPONSIBILITY - I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider’s safety largely depends upon his/her ability to carry out simple instructions; and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety and that of an unborn child if the rider is pregnant. THIS STABLE advice woman who are pregnant not to ride horses, unless permission is given under advice of her physician.

\_\_\_\_/\_\_\_\_ 26. Accident/Medical Insurance – I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/ medical insurance company shall pay for ALL such incurred expenses. My accident/medical insurance company is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and my policy number is

WARNING Under Ohio Law an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or civil action for harm that an equine activity participant allegedly sustains during an equine activity and that

results from an inherent risk of an equine activity pursuant to Ohio Revised Code Annotated 2305.321 (2001)

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I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

- 4 - FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Adult Participant Name of Adult Participant (Please Print) Date Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have

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

Minor’s Full Name                                      Minor’s Full Name

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

Minor’s Full Name                                      Minor’s Full Name

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

Minor’s Full Name                                      Minor’s Full Name

X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent or adult legal Guardian if           Name of Parent or adult legal Guardian

(Please Print) Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RIDER(S) INFORMATION

Rider Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Phone Number

Rider Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Phone Number

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