



Waiver of Equine Activity Liability and Release
Ohio Revised Code 2305.321

_____ Date: _____
First Name Last Name
Address: _____ City: _____ Zip: _____
Phone: Home () - Cell () - E-mail: _____
Emergency Contact Name: _____
Emergency Contact Phone: Home () - Cell () - _____

IMPORTANT INFORMATION & DISCLAIMER

Ottawa County Horse Foundation is committed to conducting equine activities in a safe manner and holds your safety in high regard. Ottawa County Horse Foundation continually strives to reduce risks and insists that you follow safety rules and instructions that are designed to protect your safety. However, equine activity participants must recognize that there is an inherent risk of injury when choosing to participate in equine activities. You are solely responsible for determining if you are physically fit and/or adequately skilled for the equine activities contemplated by this Agreement.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that by participating in equine activities, including, but not limited to, trail riding, riding instruction, caring for equines, and/or recreational riding, you are expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you might sustain as a result of participating in any and all equine activities on Ottawa County Horse Foundation' premises.

You acknowledge that, pursuant to R.C. 2305.321, by participating in equine activities, including but not limited to, trail rides, riding instruction, caring for equines, and/or recreational rides, you are an equine activity participant. As an equine activity participant, you are subject to the inherent risk of an equine activity as defined in R.C. 2305.321 as a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
2. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Hazards, including, but not limited to, surface or subsurface conditions;
4. A collision with another equine, another animal, a person, or an object;
5. The potential of an equine activity participant 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.

By signing this written waiver, you acknowledge that the equine activity participant who is the subject of this waiver, as well as the parent, guardian, custodian, or other legal representative of the equine activity participant who is the subject of this waiver if such participant is under 18 years of age, does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in court or other civil action against, any and all equine activity sponsors, other equine activity participants, equine professionals, veterinarians, farriers, or other persons associated with this activity, including, but not limited to, Ottawa County Horse Foundation.

You voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that you and/or your minor child/ward may sustain as a result of said participation. You further agree to waive and relinquish all claims you and/or your minor child/ward may have (or that may accrue to you and/or your child/ward) as a result of participating in



equine activities against Ottawa County Horse Foundation, including Ottawa County Horse Foundation' board, officers, agents, employees, sponsors, representatives (including staff/volunteers), independent contractors, successors, and assigns. You agree to fully release, hold harmless, and indemnify Ottawa County Horse Foundation, its board, officers, agents, employees, sponsors, representatives (including staff/volunteers), independent contractors, successors, and assigns from all claims or liabilities of any kind arising out of your participation (and/or your child/ward's participation) in this activity, even though liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

You represent that you are fully authorized to bind to the terms of this document your child/ward, his/her estate and all other persons who may be entitled to claim damages as a result of your death or injury and You will indemnify, and hold harmless Ottawa County Horse Foundation from any claims, liability, and/or damages that may incur as a result of the lack of any such authority. This document shall be governed by the laws of the State of Ohio.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. (If the participant is under 18 years of age, the parent/guardian must sign).

Participant's Name: (Please Print) _____

Participant's Signature: _____ Date: _____
 (or signature of Parent/Guardian if Participant is under 18 years of age)

Participant's Relationship to Signatory if signing on behalf of a minor: _____

PARTICIPATION WILL BE DENIED WITHOUT SIGNATURE AND DATE.