

2019 LESSON, HORSE RENTAL, AND FACILITY USE RELEASE

WITNESS THIS RELEASE dated this _____ day of _____, 20____, by and between Barbara and/or Joseph and/or J. Solomon Kostelnik, Blue Rock Horse Park, hereinafter referred to as Management, and **(see instructions below)***, and

hereinafter referred to as **User(s)**, and, if User(s) is (are) a minor(s), the User(s)'s parents or guardians, who are also Users if they also engage in these activities.

****(Please print the names, on the lines above, of all students or riders AND all persons of all ages who will be with them, whether riding or not. ALSO, all adults who will be present with the students or riders must sign the reverse, whether riding or not.)***

For consideration received, and in return for the use, today and on all future dates, of the property, facilities and services of Management, Management's instructors, employees, drivers and agents; User(s), User(s)'s heirs, assigns, and representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

User(s) acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User(s) assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. User(s) agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time. User(s) further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User(s). User(s) assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

User(s) expressly releases Management from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Management or its representatives, agents or employees.

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 other 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).

2. User(s) agrees to assume any and all risks involved in or arising out of User(s)'s use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises of Management and for purposes of taking riding lessons either on the premises or lessons given off the premises by Management personnel.

3. USER(S) (OR USER(S)'S PARENTS OR GUARDIAN(S) IF USER(S) IS (ARE) A MINOR(S)) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH USER(S)'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGEMENT AND THE FACILITIES LOCATED THEREON. In the event User(s) is (are) a minor(s), the parents or guardian(s) shall further indemnify, defend and hold Management harmless from any such claims by said minor child(ren).

4. In the event User(s) is using User(s)'s own horse, or a horse(s) not owned by Management, User(s) warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises that does not appear to Management to be in good health, or is deemed dangerous or undesirable.

5. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. User agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for non-consequential damages such as pain and suffering.

6. User(s) agrees to waive the protection of any applicable statutes in this jurisdiction 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 said release.

7. All persons named in this release agree to **avoid interaction with any equipment, areas, or structures not directly related to the equine activities being conducted, and to ensure the same regarding any children with them. You are responsible for the actions of any children who come with you. Please watch them closely. Thank you.**

Management

Signature/Names of All Adult Users and **both Parents** or Legal Guardian(s) of Minors and **Date Signed**

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(This form may be taken home to obtain another signature, but **must be on file during all activities.**)