

Participant Name (Printed): _____ DOB: _____

**EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF
CLAIMS AND INDEMNITY AGREEMENT
(Adult)**

This Express Assumption of Risk, Release of Liability and Waiver of Claims (the "Agreement") is entered into by the undersigned, (the "Participant" as stated above), in favor of Glenda L. Childress, Dale W. Milton, PBJ Dressage, Taco Bella Farm LLC, PBJ Connections, Inc. and their employees and independent contractors, ("Providers"). In consideration for being permitted to participate in Equine Activities including, but not limited to equine assisted psychotherapy and learning activities and otherwise handling equines, I acknowledge and agree as follows:

- 1) **Dangerous Activity:** I acknowledge that horses, ponies, and other equines can be unpredictable animals and fully realize that there are dangers and risks inherent in Equine Activities, including but not limited to:
 - a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
 - b. The unpredictability of an equine's reactions to sounds, sudden movement, unfamiliar objects, persons or other animals;
 - c. Hazards, including but not limited to surface or subsurface conditions or weather;
 - d. A collision with another equine, another animal, a person or an object; and
 - e. 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.

I understand that neither the actions of any person, nor the actions of any animal can necessarily be controlled, and that my safety and that of my property cannot be guaranteed while participating in Equine Activities.

I also acknowledge that I have had the opportunity to inspect the equipment and real property of Providers and find the same to be acceptable.

I further acknowledge that I have sufficient ability to engage in Equine Activities of the kind provided by Providers.

- 2) **Assumption of Risks:** Understanding the risks involved, I voluntarily choose to participate in Equine Activities and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE UNINTENTIONAL NEGLIGENCE OF THE STABLE OR ANY OTHER CAUSE. I accept full and complete responsibility for my safety as well as that of any guests or observers that may accompany me to an Equine Activity, and for the safety of our personal property.

- 3) **Release and Waiver of Claims:** On behalf of myself, my heirs, successors in interest, personal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE STABLE FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITY, IN LAW OR IN EQUITY, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY DAMAGE OR LOSS, OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT I MAY SUSTAIN OR SUFFER AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PARTICIPATION IN EQUINE ACTIVITIES OR BY MY

PRESENCE IN EQUINE ACTIVITIES WITH THE PROVIDERS, WHETHER CAUSED BY THE UNINTENTIONAL NEGLIGENCE OF THE PROVIDERS OR OTHERWISE.

4) **Promise Not to Bring Suit:** I hereby agree and promise that I, my heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Providers, either on my own behalf, or on behalf of any other person, for any loss or damage arising or resulting directly or indirectly from my participation in Equine Activities with the Providers.

5) **Ohio Equine Activity Statute:** I understand that Title XXIII, Chapter 2305, Section (B)(1) of the Ohio Revised Code provides in part, that, "...An equine activity sponsor, equine activity participant, equine professional,...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 and equine activity and that results from an inherent risk of an equine activity. ...An equine activity participant or the personal representative of an equine activity participant 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 a tort or other civil action against, an equine activity sponsor, another equine activity participant, and equine professional, ...or another person for harm that the equine activity participant allegedly sustained during an equine activity ant that resulted from an inherent risk of equine activity."

6) **Full Understanding:** I hereby warrant that:

- a. I HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON; and
- b. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE.

7) **Choice of Law, Jurisdiction:** The terms of this agreement shall be governed by and interpreted according to the law of the State of Ohio, the courts of which shall have exclusive jurisdiction over any matter arising hereunder.

8) **Severability:** I agree that this document is intended to be as broad and inclusive as permitted by Ohio law. If any portion of the Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

I HAVE READ THIS ENTIRE AGREEMENT (2 pages) CAREFULLY. I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW IS ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

The Participant

Date: _____