

# WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

## CAUTION: READ CAREFULLY BEFORE SIGNING

I agree to the following agreement with Cross Creek Stables (referred to herein as "Barn"), as a condition for his/her/their allowing me, and the other persons identified below, to enter The Property, described below, and/or to engage in any equine-related activities on or near The Property. "The Property," as used throughout this document, shall mean the land situated near or on Cross Creek Stables, including trails, open spaces, arenas, barns, structures, and all other land or facilities situated on or near this property.

NAME OF CONTRACTING PARTY: \_\_\_\_\_ PHONE: [Home] \_\_\_\_\_

ADDRESS: \_\_\_\_\_ [Business] \_\_\_\_\_

EMAIL: \_\_\_\_\_ (Cell) \_\_\_\_\_

I also make this agreement on behalf of the following, who are my children, legal wards, family member or friend:

1. \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ 2. \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

3. \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_ 4. \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

All parts of this agreement shall apply to me, as well as the children/legal wards listed above. We will hereafter collectively call ourselves "I," "me," or "my" in this document.

### IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter The Property and to be near equines ("equines" shall mean horses, ponies, mules, and/or donkeys), be near other domestic animals, and/or ride equines (regardless of who may own the equine) on, near, or off of the Property.

2. *Consideration/Binding Effect.* This Waiver, Release of Liability and Indemnity Agreement shall be binding at any time now or in the future when Barn permits me (directly or indirectly) to enter The Property for any reason and/or ride or be near equines or other domestic animals on, near, or off of The Property.

3. *Inherent Risks of Equine Activities.* I understand that anyone riding or near an equine can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, a equine's natural instincts are to jump forward or sideways, spin around, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, strike, or bite. I know that all equines -- even if they have no known history of exhibiting such conduct -- can do any of these things without warning. I also understand that equines are powerful and potentially dangerous. Further, I understand that there are many inherent risks associated with riding or being near equines, which include, *but are not limited to*, the following:

- (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 reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- (c) hazards, including, but not limited to, surface or subsurface conditions;
- (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 other persons, including but not limited to, failing to maintain control over an equine or failing to act within the participant's ability.

*I understand these risks and I expressly agree to assume each one of them and to hold Barn harmless from the consequences of them. I am not relying on Barn to list all possible risks for me.*

4. **WAIVER AND LIABILITY RELEASE.** As consideration for being allowed to enter The Property and/or to ride or be near equines on, near, or off of The Property, I agree to assume full responsibility for any and all bodily injuries, losses, or damages which I may sustain when on or near The Property as well as when riding equines on, near, or off of The Property. The term "damages" means, for example, medical expenses, expenses or losses incurred because of bodily injury or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release, discharge, and agree not to sue Cross Creek Stables, owned and operated by Mark and Jody Morris as well as his/her/their respective officers, directors, employees, agents, heirs, insurers, representatives, assigns, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from either ordinary negligence by any of these persons or entities or a violation by any of them of any provision of an Ohio equine activity liability law (except if the injury, loss, or damage was caused by Barn's gross negligence, reckless misconduct, or willful and wanton disregard for my safety).

*It is my intention to release and hold harmless Barn and the above-specified persons and entities related to barn to the fullest extent allowed under the law.*

5. **INDEMNIFICATION.** I also agree to indemnify and hold harmless Cross Creek Stables, owned and operated by Mark and Jody Morris and their respective officers, directors, employees, agents, heirs, insurers, representatives, assigns, and others acting on their behalf against all damages sustained or suffered by any persons who are not parties to this Agreement involving any and all injuries or damages that I may cause while riding or near equines on, near, or off of The Property. The indemnification shall also include Barn's attorney fees and costs.

6. *Helmets/Headgear.* I agree to be fully responsible for my own safety. Barn has advised me that I should buy and wear a properly fitted and secured ASTM-standard/SEI-certified equestrian protective helmet at all times when riding or near equines. I understand that Barn is not monitoring my compliance with this advice.

7. *Law/Signer's Intention/Fees.* Ohio law governs this Waiver, Release of Liability and Indemnity Agreement. I agree that this Waiver, Release of Liability and Indemnity Agreement shall be enforced to the greatest extent permitted by Ohio law. If any clause conflicts with Ohio law, only that clause will be null and void but the remainder shall stay in full force and effect. Should I file a lawsuit in breach of this Waiver, Release of Liability and Indemnity Agreement, I agree to pay the attorney fees and costs incurred by Barn and the other persons and entities, described further above, associated with Barn.

**I HAVE READ THIS ENTIRE WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (BOTH PAGES), AND I FULLY UNDERSTAND IT**

Signature of Contracting Party: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Parent  
or Legally-Appointed Guardian [If Under 18]: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**OPTIONAL:**

Signature Other Parent or Guardian [If Under 18]: \_\_\_\_\_

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature of Barn Representative\*: \_\_\_\_\_ Date: \_\_\_\_\_

[\* "Barn Representative" is the person who receives the document on behalf of Barn and/or witnesses Contracting Party's and Parent's signature to this document]