

**WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
CAUTION: READ CAREFULLY BEFORE SIGNING**

I agree to the following agreement with Old Stone Riding center as a condition for 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 Old Stone Riding Center, 2920 Minton Rd. Hamilton, Ohio 45013, including trails, open spaces, arenas, barns, structures, and all other land or facilities situated on or near this property.

Name of contracting party: _____ Phone: (H) _____
Address: _____
_____ Phone: (B) _____
Email _____ Phone: (C) _____

Permanent address and family contact if University Student:

Contact name _____ Phone #1 _____
Address _____
_____ Phone # 2 _____

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

1) _____ DOB _____ 2) _____ DOB _____
3) _____ DOB _____ 4) _____ DOB _____

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," 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 the property.
2. *Consideration/Binding Effect.* This waiver, Release of Liability and Indemnity Agreement shall be binding at 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 explain, 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 history of exhibiting such conduct- can do any of this 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 movements, 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 or other persons, including but not limited to, failing to maintain control over an equine or failing to act within the participant's ability.
4. Advertising images: Photos of you or your child riding at Old Stone or on Old Stone houses may be used for advertising purposes.

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

WAIVER AND LIABILITY RELEASE. As consideration for being allow to enter The Property and/or to ride or be near equines on, near, or off 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 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 Old Stone Riding Center as well as there respected officers, directors, employees, agents, heirs, insurers, representatives, assigns and others acting on there behalf, of and from all claims, demands, actions, or cause of action (whether they occur now or in the future, and whether they are know or unknown), resulting from either ordinary negligence by any of this 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 cause by Old Stone Riding Center's gross negligence, reckless misconduct, or willful and wanton disregard for my safety).

It is my intention to hold harmless Old Stone Riding Center and the above specified persons and entities released to Old Stone Riding Center to the fullest extent allowed under the law.

INDEMNIFICATION. I also agree to indemnify and hold harmless Old Stone Riding Center and there respective officers, directors, employees, agents, heirs, insurers, representatives, assigns, and other acting on there behalf against all damages sustained or suffered by any person who are not parties to this agreement involving any and all injuries or damages that I may cause while riding or near the equines on,

near, or off of The Property. The indemnification shall also include Barn's attorney fees and costs.

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

Law/Signer's Intention/Fees. Ohio law governs this waiver, Release of liability and Indemnity Agreement. I agree that this Waiver, release of 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 well 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 Old Stone Riding Center and the other persons and entities, described further above, associated with Old Stone Riding Center.

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

Signature of contracting party: _____ Date: _____

Print Name: _____

Signature of parent or legally-appointed Guardian (if under 18) _____
Date: _____

OPTIONAL:

Signature Other Parent or Guardian (if under 18) _____
Date: _____ Print: _____

Signature of Barn Representative* _____ Date: _____

(*Barn Representative is the person who receives the document on behalf of Old Stone Riding Center and/or witness Contracting party's and parent's signature to this document).