

Mane Stride

An Equine Assisted Therapeutic and Riding Program

VOLUNTEER/VISITOR/SPECTATOR

Equine Activity Liability Release, Waiver of Right To Sue and Assumption Of All Risks

READ BEFORE SIGNING:

This Volunteer/Visitor/Spectator Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement (the "Agreement") is hereby given by _____ on his/her own behalf as a volunteer, visitor or spectator, AND/OR as the parent or guardian of (name all minors and / or wards to whom this is applicable) _____ who is or may be a volunteer, visitor or spectator in or to any program, activity or event taking place under the sponsorship of or at the facilities of **Mane Stride**, an Ohio non profit pending organization, as the equine activity sponsor (the "Sponsor"), and to each officer, director, agent, employee, volunteer, equine professional (as defined in the Act referenced herein), instructor, therapist, aide, heir, personal representative, successor and/or assign of the Sponsor (who also shall be included within the word "Sponsor").

The undersigned fully understands that my decision to be a Volunteer/Visitor/Spectator and/or to allow such person(s) named above to be a Volunteer/Visitor/Spectator (collectively, the "Volunteer/Visitor/Spectator"), poses risks of personal injury, property damage, death and/or other loss that may arise while attending and/or participating in any program, activity or event taking place under the sponsorship of or at the facilities of the Sponsor (the "Activities"), and I assume all risk and hazards incidental to the conduct of the Activities. In consideration of the Sponsor providing the Volunteer/Visitor/Spectator with the opportunities to attend and/or take part in any of the Sponsor's Activities, the undersigned hereby agrees as follows:

1. This Agreement is given in part under the **Ohio Equine Activities Baldwin's Ohio Revised Code Annotated Currentness. Title XXIII. Courts--Common Pleas. Chapter 2305. Jurisdiction; Limitation of Actions. Miscellaneous Provisions. 2305.321 Immunity from liability based on equine activity** statutes as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the Sponsor the fullest protection of a release, waiver of claim and recovery, right to sue and assumption of all risks that is afforded by the Act, and by other applicable statutes and general law.

2. The Volunteer/Visitor/Spectator hereby acknowledges that he/she has full and complete notice and understanding of the Act and of all the dangers and/or conditions which are an integral part of equine activities which may cause, contribute to or result in the death or personal injury of the Volunteer/Visitor/Spectator or damage to the Volunteer/Visitor/Spectator's property (the "Risks"), including, but not limited to:

- ☑The propensity of equines to behave in ways (such as, but not limited to, buck, stumble, fall, rear, bite, kick, run, and make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break) that may result in injury, harm, or death to persons on or around the equine;
- ☑The unpredictability of an equine's reaction to sounds, sudden movement, persons, other animals, or unfamiliar objects.
- ☑Hazards, including, but not limited to, surface or subsurface conditions;
- ☑A collision with another equine, another animal, a person, or an object;

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- ☐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.
- ☐The inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds or insects, and the effects of such reactions.
- ☐The dangers and risks of tack or harness, loosening, slipping or breaking for whatever reason.
- ☐The dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity.
- ☐The risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason.
- ☐Any negligent act or omission by the Sponsor which causes or results in the death or personal injury of the Volunteer/Visitor/Spectator or damage to the Volunteer/Visitor/Spectator's property.

3. The Volunteer/Visitor/Spectator hereby expressly assumes all risks and dangers of injury, loss, damage or death which are in any way resulting from the inherent risks of equine activities and/or associated with the Risks enumerated in paragraph 2 above.

4. Volunteer/Visitor/Spectator hereby releases and waives all rights which he/she may have or hereafter have against the Sponsor for injury, loss, damage or death which is in any way resulting from the inherent dangers of equine activities and/or associated with the Risks enumerated in Paragraph 2 above, and the right to sue or to bring any action against the Sponsor in connection therewith. Volunteer/Visitor/Spectator agrees to completely indemnify and hold the Sponsor harmless from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including medical costs and attorney's fees, which are occasioned by, or otherwise attributable to, matters for which the Volunteer/Visitor/Spectator has hereby assumed the risk and is responsible in accordance with this Agreement.

5. Volunteer/Visitor/Spectator agrees to comply with all rules and regulations posted or otherwise communicated by the Sponsor. If the Volunteer/Visitor/Spectator is participating as a volunteer in any of the Sponsor's Activities, then the undersigned agrees that the Sponsor has made reasonable and prudent efforts to determine the Volunteer/Visitor/Spectator's ability to engage in the Activities offered by the Sponsor and the Volunteer/Visitor/Spectator has disclosed all known physical and psychological conditions to Sponsor to assist Sponsor in evaluating the Volunteer/Visitor/Spectator for participation in the Activities offered by the Sponsor.

6. Volunteer/Visitor/Spectator agrees that mounting, riding, walking, dismounting, grooming, training, handling, feeding, and otherwise being in the physical proximity of horses is a dangerous activity which produces a foreseeable risk of mortal or serious personal injury and/or property loss to the Volunteer/Visitor/Spectator in such activity as well as to the person or property of others.

7. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Volunteer/Visitor/Spectator until expressly revoked by the Volunteer/Visitor/Spectator in a written notice personally delivered to the Sponsor.

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8. This Agreement shall be construed under Ohio law in such manner as will render it, and each provision of it, fully enforceable; provided, however, that if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect. Venue for purposes of any litigation or arbitration concerning this Agreement shall be in Lorain County, Ohio

9. If this Agreement is executed by the undersigned for and on behalf of a minor Volunteer/Visitor/Spectator as named herein, the undersigned hereby warrants and represents that he/she is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor Volunteer/Visitor/Spectator, his/her heirs, personal representatives, successors and assigns; and the undersigned further agrees that this Agreement shall also be as fully binding on the undersigned as if it were entered into solely on his/her own behalf.

10. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Volunteer/Visitor/Spectator and the undersigned.

WARNING! 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 that results from an inherent risk of an equine activity, pursuant to Ohio Revised Code Annotated 2305.321 (2001).

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE NOT RELIED UPON THE SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH.

Print Name: _____ Date: _____

Signature: _____

FOR MINORS UNDER 18 YEARS OF AGE:

Print Name of Minor: _____

Date: _____

Address: _____

Telephone: cell (____) _____ home (____) _____ work (____) _____