

**EQUINE RIDING and/or DRIVING and/or TRAINING INSTRUCTION AGREEMENT
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUAL]**

IN THE WOODS BARN & GARDEN CENTER LLC
ALISA L. & DANIEL T. LASSITER
STABLE NAME, hereinafter known as "THIS STABLE"

9916 NICHOLS RD, FREEDOM, OHIO 44288
Location or Address of "THIS STABLE"

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

Signature of Student, Parent or Legal Guardian Required On All Three (3) Pages

- A. **REGISTRATION OF STUDENT AND AGREEMENT PURPOSE I**, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of THIS STABLE, and that I will either utilize my own horse or school horses provided by THIS STABLE for instruction purposes.

1. Name (Please Print) _____
2. Age (If Under 18) _____ 3. Date Of Birth _____
4. Weight (Over 240 Pounds) Yes No
5. Horse Handling/Riding Experience Beginner Under 10 Hours Over 10 Hours
6. Does this student have any physical or mental condition(s), which may affect his/her safety and ability to ride, drive or train a horse? Yes No
7. If you checked "Yes" how can we help this student with his/her special needs?

8. **MEDICAL INSURANCE I/WE AGREE THAT:** Should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses.

_____ I do not carry medical insurance.
Medical Insurance Company Policy Number

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive riding and / or driving and / or training instruction or guidance from its associates and / or when I ride and / or drive and / or train and / or am near horses on or off of THIS STABLE'S property. Any disputes by the rider shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor.

- C. **INHERENT RISKS / ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT:** Risks, conditions, and dangers are inherent in (meaning integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of a animal to behave in ways that may result in injury, harm, death, or loss to persons around the animal; The unpredictability of a equine's reaction to sounds, sudden movement, unfamiliar objects, person, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision and/or confrontation with another equine, another animal, a human, or an object; The potential of an equine activity participant in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to failing to maintain control over an equine and/or, failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving, and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survivor instincts which may include, but are not limited to: Stopping short; Spinning around; Changing direction and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.

Signature of Student, Parent or Legal Guardian

- D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS, AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I / WE ACKNOWLEDGE THAT: THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me. The student and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purpose, usage and presence upon THIS STABLE'S premises.
- E. SADDLE GIRTHS / NATURAL LOOSENING WARNING I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.
- F. PROTECTIVE HELMET / HELMET WARNING I / WE AGREE THAT: I for myself and on behalf of my child and /or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and / or driving and / or training and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on THIS STABLE and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.
- G. LIABILITY RELEASE I/WE AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the STUDENT, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.
- H. EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE: [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I / WE acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.

Signature of Student, Parent or Legal Guardian

OHIO WARNING (EALA)

Inherent risk of an equine activity' means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of 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;
- 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.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

Signature Of Student	Date	Home Phone	Business Phone
Street Address	City	State	Zip Code
Signature Of Parent Or Guardian #1	Date	Home Phone	Business Phone
Signature Of Parent Or Guardian #2	Date	Home Phone	Business Phone
Person To Contact In Case Of Emergency	Relationship To Student	Phone Number	