

EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (Minor Child)

This Express Assumption of Risk, Release of Liability and Waiver of Claims (the "Agreement") is entered into by the undersigned, as individuals and as the parents and/or legal guardians for the minor child (the "Minor Child" as printed above), in favor of The Equestrian Therapy Program and their employees and independent contractors ("Providers"). In consideration for the Minor Child being permitted to participate in Equine Activities, including, but not limited to equine assisted psychotherapy and learning activities and otherwise handling equines, we acknowledge and agree as follows:

1) **Dangerous Activity:** We 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.

We understand that neither the actions of the Minor Child, nor the actions of any person or animal can necessarily be controlled, and that the Minor Child's safety and that of our and the Minor Child's property cannot be guaranteed while participating in Equine Activities. We understand and have discussed these risks with the Minor Child who understands them to the extent possible given his/her age and abilities, and who wishes to participate in Equine Activities despite the risk.

We, too, wish for the Minor Child to participate in Equine Activities despite the risk.

We also acknowledge that we have had the opportunity to inspect the equipment and real property of Stable and find the same to be acceptable. We further acknowledge that the Minor Child has sufficient ability to engage in Equine Activities of the kind provided by Providers.

2) **Assumption of Risks:** Understanding the risks involved, we voluntarily choose to allow the Minor Child 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 PROVIDERS OR ANY OTHER CAUSE. We accept full and complete responsibility for the safety of the Minor Child, ourselves, any guests or observers, and our personal property.

3) **Release and Waiver of Claims:** On behalf of the Minor Child, ourselves, our and his/her heirs, successors in interest, guardians, legal representatives and assigns, WE 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 MAY BE SUSTAINED OR SUFFERED BY OUR MINOR CHILD, OURSELVES, OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF OUR MINOR CHILD'S PARTICIPATION IN EQUINE ACTIVITIES OR BY HIS/HER PRESENCE IN EQUINE ACTIVITIES WITH THE STABLE, WHETHER CAUSED BY THE UNINTENTIONAL NEGLIGENCE OF THE PROVIDERS OR OTHERWISE.

4) **Promise Not to Bring Suit:** We hereby agree and promise that we, our 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 our own behalf, or on behalf of the Minor Child or any other person, for any loss or damage arising or resulting directly or indirectly from our Minor Child's participation in Equine Activities with the Providers.

As of 11/30/2022

5) **Ohio Equine Activity Statute:** We 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:** We hereby warrant that:

- a. WE HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT OF OUR OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON; and
- b. WE UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT WE ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. WE 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:** We 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.

By: _____ Date: _____
Parent or Legal Guardian

Print Name: _____