

## WAIVER, ASSUMPTION OF RISKS, AND RELEASE OF LIABILITY AGREEMENT

*(Please print clearly)*

### EQUINE ACTIVITY PARTICIPANT

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

### NAME OF OTHER CONTRACTING PARTY

(Parent/Guardian – If Equine Activity Participant is < 18 years old):

NAME: \_\_\_\_\_ Relationship to Participant: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

### **Emergency Contact.** Person(s) to Contact in Case of Emergency:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **1. PREAMBLE**

This Agreement is made in contemplation of all Equine activities (including but not limited to working with, participating, handling, riding, driving, and/or receiving instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as the “Activities” throughout this Agreement), as well as other events or circumstances arising as a result of Equine Activities, including but not limited to emergency measures taken by others. Zoe Woodland Performance Horses, LLC, (“Woodland”) is willing to let the person whose name appears above as the Equine Activity Participant participate in Equine Activities with us, but only on the condition that the Equine Activity Participant and their Parent or Guardian (if the Equine Activity Participant is not eighteen years old) assume all risks and liabilities for anything that goes wrong, and that if something does go wrong, neither you nor anyone claiming through you will ever sue anyone connected with Woodland – all of which is set forth in detail below. You may accept this agreement by signing it; after you have signed this agreement, Woodland may accept it by permitting you to participate in Equine Activities, whereupon this agreement becomes binding on the parties.

## 2. DEFINITIONS

<i>Equine</i>	<i>Means a horse, pony, mule, donkey, hinny, zebra, zebra hybrid, or alpaca.</i>
<i>I</i>	<i>(including other forms such as "me"): Inclusive of the person whose name appears at the top of the first page under "Equine Activity Participant" as well as that person's heirs, legatees, and assigns and the person whose name appears at the top of the first page under "Name of Other Contracting Party" as well as that person's heirs, legatees, and assigns.</i>
<i>Indemnified Parties</i>	<i>Any or all of the following (individually, "Indemnified Party"): Zoe Woodland Performance Horses, LLC; Scioto Darby Quarter Horses, LLC; Hickman Agriculture Services, LLC, Hickman Farm Holdings LLC, Scott W. Woodland, Janet A. Woodland, Zoe Hickman, Jesse Hickman; or any other person or entity that is present at or uses the property located at 8701 Scioto Darby Road, Orient, Ohio 43146 (the "Property") including landlords, landowners, and tenants of the Property; shareholders, partners, officers, directors, members, agents, insurers, and employees of any of the foregoing; owners, lessors, lessees, and/or operators of any Equine; any person who, on behalf of any entity mentioned in this paragraph, trains, teaches, assists, equips, guides, tests, evaluates, or instructs anyone with the intent to participate in Equine Activities, any person visiting or utilizing the Property; and/or any other person and/or entity connected in any way with Equine Activities.</i>
<i>Inherent Risks</i>	<p><i>Means a danger or condition that is an integral part of Equine Activities, including, but not limited to, any of the following:</i></p> <ul style="list-style-type: none"><li><i>(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;</i></li><li><i>(b) The unpredictability of an Equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;</i></li><li><i>(c) Hazards, including, but not limited to, surface or subsurface conditions;</i></li><li><i>(d) A collision with another Equine, another animal, a person, or an object;</i></li><li><i>(e) The potential of an Equine activity participant to act in a negligent manner that may contribute to injury, death, or</i></li></ul>

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 Equine Activity Participant.

*Woodland*

*Zoe Woodland Performance Horses, LLC.*

*Equine Activities*

*Any or all of the following: working with, observing, participating, handling, riding, driving, or receiving instruction or guidance related to riding, driving, handling and/or working with equines.*

*Equine Activity Participant*

*Means a person who engages in Equine Activities.*

### **3. ACKNOWLEDGEMENT OF INHERENT RISKS / ASSUMPTION OF INHERENT RISK.**

I am voluntarily signing this Agreement in exchange for the privilege of the Equine Activity Participant being allowed to engage in Equine Activities with Woodland. I understand that although I am signing this Agreement today, I intend for this Agreement to be valid and binding now and at all times in the future when I engage in any Equine Activities with Woodland.

I agree to this Agreement with Woodland as a condition for it allowing me and the individual identified as the Equine Activity Participant, to do any or all of the following at any time and at any location: enter Woodland's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near Equines, or participate in Equine Activities in any manner or form.

I understand that Equine Activities will expose me to the Inherent Risks that could give rise to personal injury or death. I understand that Equine Activities are inherently dangerous and that no amount of care, caution, instruction, foresight, or expertise can eliminate the dangers associated with such activities.

I further understand that anyone riding, observing, driving, handling, working with, or even being 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, the natural instincts of an Equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that Equines can do these and other things without warning. I also understand that all Equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people and other animals. **I understand these risks and dangers that are inherent in Equine Activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned**

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**in this Agreement. I am NOT relying on Woodland to list all possible Inherent Risks in this Agreement or any time in the future.**

I further understand that Equine Activities are a strenuous, athletic endeavor. Even though to my knowledge the Equine Activity Participant does not suffer from any physical infirmities or illnesses that would affect the Equine Activity Participant's ability to participate in Equine Activities, I acknowledge that I am solely responsible for determining (in consultation with a physician) whether the Equine Activity Participant is medically fit to participate, and that Woodland and its employees and instructors are not qualified to make a medical determination of the Equine Activity Participant's medical fitness to participate in Equine Activities.

Understanding the above statements in this paragraph 3, and in anticipation of being involved with Equines and participating in Equine Activities, **I VOLUNTARILY AND IRREVOCABLY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY I MAY SUSTAIN WHILE PARTICIPATING IN EQUINE ACTIVITIES, IRRESPECTIVE OF CAUSE.**

In the event the Equine Activity Participant is under the age of eighteen, to the fullest extent allowed by law, I the Parent or Guardian of such minor child, willingly enter into this Agreement on behalf of myself and my child or legal ward. I acknowledge and agree that all parts of this Agreement apply to me, and the child or legal ward listed above as the Equine Activity Participant. Understanding the above statements in this paragraph 3, and in anticipation of the Equine Activity Participant in my care being involved with Equines and participating in Equine Activities, **I VOLUNTARILY AND IRREVOCABLY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY THE EQUINE ACTIVITY PARTICIPANT MAY SUSTAIN WHILE PARTICIPATING IN EQUINE ACTIVITIES, IRRESPECTIVE OF CAUSE.**

**4. COVENANT NOT TO SUE IN THE EVENT OF PERSONAL INJURY OR DEATH.**

**I WILL NOT SUE OR OTHERWISE MAKE ANY CLAIM FOR ANY PERSONAL INJURY OR DEATH AGAINST ANY INDEMNIFIED PARTY, AND I FOREVER RELEASE AND DISCHARGE THE INDEMNIFIED PARTIES FROM ANY AND ALL LIABILITY FOR ANY PERSONAL INJURY OR DEATH** incurred in the course of or as a result of any aspect of my participation in Equine Activities; and NEITHER I NOR ANY PARENT, GUARDIAN, EXECUTOR, ADMINISTRATOR, OR REPRESENTATIVE SHALL HAVE OR MAKE ANY CLAIM AGAINST OR RECOVER FROM ANY OF THE INDEMNIFIED PARTIES FOR ANY INJURY OR DEATH

RESULTING FROM THE EQUINE ACTIVITY PARTICIPANTS INVOLVEMENT IN EQUINE ACTIVITIES.

**5. INDEMNIFICATION PROVISIONS REGARDING PERSONAL INJURY OR DEATH OF OTHERS.**

I will, at my sole expense, defend, indemnify, save, release and hold harmless the Indemnified Parties from any and all losses, claims, or demands arising out of or related to any personal injury or death that may be presented or initiated by any persons or organizations arising directly or indirectly from any Equine Activities. Additionally, I will, at my sole expense, defend, indemnify, save, release and hold harmless the Indemnified Parties from any breaches of this Agreement by me or any misrepresentations made by me in this Agreement. This obligation includes, but is not limited to, my obligation to pay upon demand made to me any and all attorneys' fees incurred by any and all of the Indemnified Parties in connection with any lawsuit, claim, or other action brought against any such Indemnified Party in connection with any Equine Activities. I understand and agree that the Indemnified Parties may retain their own legal counsel in the event that a lawsuit, claim, or other action is brought against any one or more of them in connection with any Equine Activities in which I engage and that my obligation to pay all such attorneys' fees incurred by any Indemnified Party is irrevocable and absolute.

***It is my intention to release and hold harmless The Released Parties to the fullest extent allowed under Ohio law.***

**6. PROVISIONS REGARDING DAMAGE TO MY PROPERTY**

I will not sue or otherwise make any claim against any Indemnified Party for damage to my property occurring in connection with or arising out of or as a result of Equine Activities, and I forever release and discharge the Indemnified Parties from any and all liability in that regard.

**7. MISCELLANEOUS PROVISIONS**

- a. Limitation/Exclusion of Warranties. I understand that the equipment that will be provided to me by Woodland has been previously used and that Woodland makes no warranty with respect to such equipment, express or implied, including, but not limited to, a warranty of merchantability or fitness for a particular purpose. Nothing in this paragraph precludes me from making warranty claims against any person or entity not listed as an Indemnified Party.
- b. Use of Headgear. I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for

use when riding, driving, or near Equines. I am NOT relying on Woodland to provide a helmet/headgear for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. **If I choose to wear a helmet/headgear, if I choose not to wear a helmet/headgear, and the type of helmet/headgear that I choose to wear are my decisions.**

- c. Term of this Agreement. This Agreement is effective for an indefinite term and applies to all Equine Activities using Woodland services and/or Equipment.
- d. Entire Agreement; partial enforceability. This Agreement constitutes the entire agreement between Woodland and me regarding Equine Activities; and this Agreement supersedes any prior written or oral agreements. This Agreement may be modified only in writing. If any portion of this Agreement is found to be unenforceable by a competent tribunal, only that portion shall be invalid while the remainder of this Agreement shall remain in force.
- e. Third Party Beneficiaries. Each of the Indemnified Parties (other than Woodland) is an intended third-party beneficiary of this Agreement.
- f. Equine Activity Participant riding skills. Due to the difficulty in assessing skills and the broad industry definition for a rider's skill level, Woodland always assumes new riders are novice riders until demonstration of specific riding skills to Woodland.
- g. Waiver of Right to Jury Trial. **I HEREBY WAIVE MY RIGHT TO A JURY TRIAL** regarding any lawsuits arising out of this Agreement. The courts of Pickaway County, Ohio and the United States District Court for the Southern District of Ohio will be the only courts with original jurisdiction over any such lawsuits. Other than lawsuits brought in the U.S. District Court for the Southern District of Ohio, any lawsuit filed in a county other than Pickaway County shall be moved to Pickaway County at the option of any Indemnified Party.

**8. REPRESENTATIONS AND WARRANTIES**

**I REPRESENT AND WARRANT (please initial each box below):**

\_\_\_\_\_ I AM AT OR OVER 18 YEARS OF AGE;

\_\_\_\_\_ I IN THE EVENT I AM SIGNING THIS AGREEMENT TO PERMIT THE PARTICIPATION OF A MINOR IN EQUINE ACTIVITIES, I HAVE THE FULL POWER AND AUTHORITY TO AUTHORIZE SUCH MINOR TO PARTICIPATE IN SUCH EQUINE ACTIVITIES AND TO ASSUME SUCH INHERENT RISKS AND NO ADDITIONAL CONSENT (COURT, OTHER PARENT OR GUARDIAN) IS REQUIRED BEYOND MY CONSENT;

\_\_\_\_\_ I AM OF SOUND MIND AND AM NOT SUFFERING FROM ANY CONDITION OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS AGREEMENT;

\_\_\_\_\_ I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, AND I FULLY UNDERSTAND IT;

\_\_\_\_\_ I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY WOODLAND REGARDING THIS AGREEMENT, OR ITS TERMS, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT;

\_\_\_\_\_ I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;

\_\_\_\_\_ BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILDREN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED RIGHTS TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES;

\_\_\_\_\_ ALL OF THE INFORMATION THAT I HAVE PROVIDED HEREIN IS TRUE AND ACCURATE.

**9. ACKNOWLEDGEMENT**

I have carefully read this Agreement and fully understand its contents. **I understand that this Agreement is intended to protect the Indemnified Parties, who would not be willing to participate in Equine Activities absent such protection. I understand that by signing this agreement, I give up important legal rights. I have not relied on anyone at Woodland to explain to me the meaning, import, or implications of this Agreement. I understand that I am free to seek the advice of legal counsel before signing this Agreement.**

**SIGNATURE OF EQUINE ACTIVITY PARTICIPANT (if not a minor):**

\_\_\_\_\_ DATE : \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_

**SIGNATURE OF OTHER CONTRACTING PARTY (Parent/Guardian):**

\_\_\_\_\_ DATE : \_\_\_\_\_

PRINT NAME HERE: \_\_\_\_\_