



12882 Kimmens Rd. SW
Massillon, Ohio 44647



12943 Kimmens Rd. SW
Massillon, Ohio 44647

Whispering Grace Horses and Freedom Farm at WGH Liability Release

12882 and 12943 Kimmens Rd. SW, Massillon, Ohio 44647 ("premises", "property")

VISITATION, PARTICIPATION AGREEMENT (the "Agreement"):

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT CONTAINS LEGAL CONSEQUENCE THAT WILL AFFECT YOUR LEGAL RIGHTS AND ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. STATEMENTS BY THE UNDERSIGNED ARE RECITALS UNDER O.R.C.2305.321

RELEASED PARTIES INCLUDE: *Whispering Grace Horses, INC.*, (a nonprofit domestic corporation), **Freedom Farm at Whispering Grace Horses**, its agents, owners, officers, volunteers, participants, employees, landlords and property owners and all other persons or entities acting in any capacity on their behalf (collectively referred to as "Stable").

RELEASING PARTIES INCLUDE: The undersigned participant and minor(s) listed in the Agreement, participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

AGREEMENT: IN CONSIDERATION OF STABLE'S SERVICES: I hereby agree to release and discharge Stable on behalf of myself, my heirs, assigns, personal representatives, my estate and any other person listed in this Agreement (cumulatively "participant", "I", "myself"), and as follows:

RELEASE OF LIABILITY, ASSUMPTION OF RISK, INSTRUCTION, JURISDICTION, VENUE:

(1) I understand that by my presence on Stable premises, I may engage in activities or utilize the premises in a way that may involve **inherent risks** that are beyond the control of Stable. Stable has taken precautions to provide a safe setting, but I understand that the possibility of injury, death, or loss to persons is present. Activities may include, but are not limited to, physical activity, walking/running, group games, sports, aquatic activities, general recreation, general use of grounds including its improvements, working on projects in a woodshop, baking, craft making, handling and petting dogs and cats. By signing below, I hereby give consent for the below mentioned participants to use the grounds and activities. (2) I further agree that horseback riding and all equine activities are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical or emotional injury, or damage to myself, to property, or to third parties. (3) I expressly agree and promise to accept and assume all the risks existing in Stable activities, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of Stable. My participation in all Stable activities is purely voluntary and I elect to participate in spite of the risks. (4) I agree to acknowledge all of Stable's rules and regulations pertaining to any and all activities (equine or otherwise) occurring on or off of Stable's property. I agree to and I am responsible for wearing protective gear appropriate for said activities to ensure my safety while engaging in same. (5) I understand that protective gear includes, but is not limited to, protective headgear. I agree that Stable has fully warned and advised me that protective equine headgear that meets or exceeds the quality standards of the SEI certified ASTM standard F1163 equestrian helmet should be worn while riding, driving, training, or being near horses. I understand that wearing such protective headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death. I am not relying on Stable to provide a certified equestrian helmet for me, to check any headgear or equestrian helmet that I may wear, to check any headgear strap or equestrian helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future. (6) I understand the risks, conditions, and dangers inherent in all Stable activities, including equine activities. I agree to assume any and all risks involved in my use of or presence upon Stable's property and facilities while engaging in any activity without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, the ordinary negligence of another person, and the deliberate acts of another person. I understand that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, spinning around, changing direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger. The same is true for other animals upon the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above. (7) I agree that Stable is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements that may scare an animal, including a horse, cause it to fall, or cause it to react in some other unsafe way. Some examples include: thunder, lightning, 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 acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I have inspected Stable's facilities and am satisfied that all premise conditions are reasonably safe for my intended purpose, usage and presence upon Stable's premises. (8) I agree to stay out of all barns, paddocks, corrals, tack-rooms, and all other non-office related buildings while waiting for horse related or other activities or while waiting for a participant of such activities. (9) I acknowledge that saddle girths (the fastener straps around a horse's belly) may loosen during riding. I must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for me to fall from the horse. (10) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Stable from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of Stable's equipment or facilities, including any such claims which allege negligent acts or omissions by Stable. (11) I agree not to sue or initiate any legal action (whether in court or in arbitration) against Stable or any present or future owners, officers, members, managers, agents, employees and representatives of Stable, in connection with any claim which could have been or could be raised against any of them in any way connected with, arising out of, or relating to, personal injury or damage to the maximum extent permitted by law. (12) I certify that I have adequate insurance to cover any injury I may suffer while participating, or otherwise agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or am otherwise willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. (13) I understand that in this Agreement the terms "horse" and "equine" mean all equine species, including, but not limited to, horses, ponies, mules, donkeys, and hinnies. (14) **I understand that participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, Influenza and COVID-19.** (15) I understand that this Agreement is in addition to, and not in lieu of, **Ohio Revised Code 2305.321 (Actions Arising out of Equine Activities).**

PHOTO RELEASE: I hereby grant to Stable the unrestricted and absolute, perpetual, worldwide right to reproduce, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives, and otherwise use the photograph(s) of myself and any minor(s) identified below (the "photograph(s)") for any purpose whatsoever ("Grant"). (16) I acknowledge that the purposes for which the photograph(s) may be used include, without limitation, Stable publications, videos, books, and newsletters. (17) I agree that this Grant includes, without limitation, the right to use the photograph(s) – or any part of it – in combination with, or as a composite of, other matter, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media embodiment, now known or hereafter developed, including, without limitation, print, film, videotape, DVD, broadcast, digital transmission and electronic/online media. (18) I acknowledge that this Grant includes the right to use the name of the minor(s) identified below, whether in original or modified form, or a fictitious name, in connection with the photograph(s). (19) I hereby voluntarily release and forever discharge – on my behalf and on behalf of the minor(s) identified below – Stable from any and all claims, demands, or causes of action for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right arising out of or relating to any utilization of the photograph(s) or the name of the minor(s) identified below. Such claims, demands, and causes of actions include, without limitation, inadvertent errors, such as blurring, distortion, or alteration, or based upon any decision not to make use of the photograph(s). (20) I understand that Stable and its licenses and assigns are relying on my consent to use the photograph(s) with respect to the promotion of various services or products. I acknowledge that neither myself nor any minor(s) identified below shall receive compensation with respect to any matter referred to in this Photo Release. All images – electronic or non-electronic negatives, positives, and prints – are owned by Stable. Stable is free to assign and license any and all of the rights granted in this Photo Release. (21) I acknowledge that in no event will I have the right to enjoin the distribution or exploitation of the photograph(s). I hereby relinquish any right that I may have to examine or approve the completed product(s) or advertising copy or printed matter that may be used by Stable or its licensees or assigns.

MISCELLANEOUS: (22) I agree these releases are binding upon me, the minor(s) below for whom I am contracting, my heirs, executors, administrators, legal representatives, and successors. (23) Should Stable or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. (24) I agree that the validity and enforceability of this Agreement will be governed by the substantive law of Ohio, without regard to its conflict of law rules. (25) If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. (26) I agree that any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Stark County, Ohio. I consent and submit to the jurisdiction of any local or state court located in Stark County, Ohio.

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*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 act within the ability of the participant.

PARTICIPANT INFORMATION:

FIRST NAME _____ LAST NAME _____

Date of Birth _____ PHONE _____

ADDRESS: _____ (City) _____ (State/Zip) _____

EMAIL _____

EMERGENCY Contact Info: (first) _____ (last) _____

(Phone) (____) _____ - _____ (Relationship) _____

MEDICAL: (Insurance Co.) _____ (Policy #) _____

☐ I DO NOT carry medical insurance.

☐ I DO NOT have a physical or mental condition that may affect my safety or ability to ride, drive, and/or train a horse.

☐ I DO have a physical or mental condition that may affect my safety or ability to ride, drive, and/or train a horse. If "I DO," write down how Stable can address your special need?

☐ I DO take medications: Please list below _____

I am 18 years of age, or older. I had the opportunity to ask questions about this document before signing it. I read and understood all of it, and by my signature I agree to be bound by each and every one of the terms herein.

Print Name: _____ Signature: _____

Date: _____ Cell Phone: _____

(Complete if you are here with a minor participant (i.e. less than 18 years of age))

PARENT/GUARDIAN WAIVER FOR MINOR PARTICIPANT(S):

I hereby represent that I am a parent or parent having sole custody, or legal guardian ("responsible party") of the following minor(s), whom I am able to and do contract for:

By my signature below, I am acting in my capacity as the responsible party for the aforementioned minor(s). I had the opportunity to ask questions about this document before signing it. I read and understood all of it, and by my signature I agree for myself and on behalf of the aforementioned minor(s) to be bound by each and every one of the terms in this Agreement. I will ensure the minor(s) act in accordance with this Agreement, and I am liable for their actions. I agree to save and hold harmless and indemnify each and all the parties previously referred to in this document, including without limitation Stable, from all liability, loss, cost, claim or damage whatsoever that may be imposed upon said parties because of any failure, or defect in or the lack of the minor('s/s') capacity, to act in accordance with this Agreement, and I release the Stable and said parties on behalf of the minor(s) and the minor('s/s') parents or legal guardian of said minor(s).

Signature of Parent or Guardian: _____

Print Name: _____ Date: _____