

CRAZY W LLC d/b/a EQUINE DIFFERENCES
LIABILITY WAIVER AND RELEASE

THIS IS A LIABILITY RELEASE - PLEASE READ CAREFULLY BEFORE SIGNING

1. Equine Activity Participant. I, _____, ("Equine Activity Participant") understand that there are risks inherent in equine activities that could result in personal physical injury, including but not limited to, lacerations, bruises, fractures, head injuries and death and that "**equine activity participant**" means a person who engages in any of the following activities, regardless of whether the person is an amateur or a professional or whether a fee is paid to participate in the particular activity: (a) Riding, training, driving, or controlling in any manner an equine, whether the equine is mounted or unmounted; (b) Being a passenger upon an equine; (c) Providing medical treatment to an equine; (d) Conducting procedures or assisting in conducting procedures necessary to breed an equine by means of artificial insemination or otherwise; (e) Assisting a person who is engaged in an activity described above in this section; (f) Sponsoring an equine activity; and/or (g) Being a spectator at an equine activity.

2. Inherent Risk of an Equine Activity. Equine Activity Participant understands and agrees that "**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.

3. Ohio Revised Code § 2305.321 Certain Equine Activities No Liability. **WARNING:** 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 Equine Activity Participant allegedly sustains during an 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, an equine professional, a veterinarian, a farrier, or another person for harm that the Equine Activity Participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity.

4. Assumption of Risk and Promise Not to Sue. With full knowledge and awareness of the inherent risks of equine activities, Equine Activity Participant knowingly and voluntarily engages in these activities and fully assume all risks. Equine Activity Participant hereby releases, discharges and promises not to sue CRAZY W LLC d/b/a EQUINE DIFFERENCES, doing business under its own name or any other name or any

of its officers, employees and/or agents and/or Julie and/or Rick Weitzel for any loss, liability, damage, or cost whatsoever arising out of or related to any loss, damage, or injury including death.

5. Release, Waiver of Liability and Indemnification. Equine Activity Participant acknowledges that this document is a contract and agrees that if a lawsuit is filed against CRAZY W LLC d/b/a EQUINE DIFFERENCES, doing business under its own name or any other name or any of its officers, employees and/or agents and/or Julie and/or Rick Weitzel, for any injury or damage including death, Equine Activity Participant will pay all attorney's fees and costs incurred by CRAZY W LLC d/b/a EQUINE DIFFERENCES, doing business under its own name or any other name or any of its officers, employees and/or agents and/or Julie and/or Rick Weitzel in defending such an action. Equine Activity Participant expressly agrees that the foregoing release and waiver of liability and indemnification is governed by the State of Ohio and is intended to be as broad and inclusive as is permitted by Ohio law, and that in the event any portion of this agreement is determined to be invalid, illegal, or unenforceable, 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 legal force and effect.

6. Disclaimer of Warranties as to Premises, Indemnification and Hold Harmless. Equine Activity Participant agrees for himself, his agents, his representatives, guests and his family and any minor child that no warranties or representations as to the condition or safety of the premises located at 11911 Leavitt Rd. Oberlin, Ohio 44074 ("Premises"), also known as Equine Differences ("Farm") have been made. Equine Activity Participant acknowledges that he or she has inspected the Premises and facilities and finds same to be in safe and proper order. The Farm shall not be liable for any personal injury or damages including death which the Equine Activity Participant or his agents, representatives, family or guests may suffer while on the Premises. Equine Activity Participant agrees to **indemnify and hold harmless** CRAZY W LLC d/b/a EQUINE DIFFERENCES, doing business under its own name or any other name or any of its officers, employees and/or agents and/or Julie and/or Rick Weitzel from any claims or demand for damages caused by or relating to the Premises described herein to Equine Activity Participant, his agents, his representatives, guests or his family, whether negligently or without fault.

I HAVE READ AND UNDERSTAND THIS ENTIRE LIABILITY RELEASE.

Print Name (Participant **and** Parent of Participant, if applicable)

Signature of Participant or Parent

Date

Address (City/State and Zip Code)

Phone

Email Address