



Summit County Location: 1683 N. Hametown Road ♦ Bath, OH 44333 ♦ (216) 232-3656

**RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

CAUTION: READ CAREFULLY BEFORE SIGNING

(1) EQUINE ACTIVITIES AND RISKS. The undersigned hereby acknowledges that he/she is voluntarily participating in Equine Activities (“Equine Activities”), as defined in Ohio Revised Code Section 2305.321 (“O.R.C. 2305.321”), as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, boarder, trainer, or otherwise (“Equine Activity Participant”), as defined by O.R.C. 2305.321. The Equine Activities which shall consist of a therapeutic program with Hope Meadows Foundation and Misty Acres of Bath, LLC., as defined in O.R.C. 2305.321, and will take place at the property located at 1683 Hametown Road in Akron, Ohio 44333 (the “Property”). The undersigned acknowledges that Equine Activities are inherently dangerous and involve risks of injury, death, or loss to person or property (the “Harm”). The Undersigned fully understands that this Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement (“Waiver of Liability”) includes, but is not limited to, “inherent risks of an equine activity” as defined by O.R.C. 2305.321, which includes, but is 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 an 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; and/or
- 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 any equine or failing to act within the ability of the participant.

(2) RELEASE. The undersigned, his/her administrators, next of kin, heirs, successors and assigns, hereby releases Hope Meadows Foundation and Misty Acres of Bath, LLC., their officers, directors, members, partners, employees, agents, personnel, contractors, volunteers, affiliated organizations, heirs, successors and assigns from all claims, including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys’ fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to the undersigned.

(3) ASSUMPTION OF RISK AND BARN RULES. The undersigned expressly assumes all risks of Harm to the undersigned in connection with the Equine Activities at the Property. The undersigned has received a copy of the rules for the barn at the Property (the “Barn Rules”) and has reviewed the same before signing this Waiver of Liability. A copy of Waiver of Liability

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the Barn Rules which have been initialed and dated by the undersigned are attached hereto and made a part hereof and marked as Exhibit "A".

(4) WAIVER OF LIABILITY. The undersigned agrees that he/she, nor anyone claiming through him/her, will bring, commence, prosecute, or maintain, or cause or permit to be brought, commenced, prosecuted, or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against Hope Meadows Foundation and Misty Acres of Bath, LLC., their officers, directors, members, partners, employees, agents, contractors, personnel, volunteers, affiliated organizations, heirs, successors and assigns, for, on account of, arising out of, or in any way connected with any Equine Activities conducted at the Property.

(5) INDEMNIFICATION. The undersigned agrees to indemnify, defend and hold harmless Hope Meadows Foundation and Misty Acres of Bath, LLC. from any and all liability, claims, costs, damages, and expenses, including but not limited to attorneys' fees, arising from or connected in any way to the undersigned's participation in any Equine Activities with Hope Meadows Foundation and Misty Acres of Bath, LLC. at the Property.

(6) CONSIDERATION. The undersigned acknowledges and accepts that there is valid consideration for this Waiver of Liability, which is his/her participation in an equine therapeutic riding program at the Property.

(7) OHIO LAW. This Waiver of Liability shall be construed in accordance with and governed by the laws of the State of Ohio (without regard to the principles of conflict of laws thereof). Additionally, the undersigned agrees that all causes of action related to any equine activities at the Property and/or with Hope Meadows Foundation and Misty Acres of Bath, LLC. shall be brought in the appropriate courts in Summit County, Ohio.

(8) IMMUNITY. The undersigned expressly agrees that the officers, directors, members, partners, employees, agents, contractors, personnel, volunteers, affiliated organizations, heirs, successors and assigns of Hope Meadows Foundation and Misty Acres of Bath, LLC. are entitled to immunity as provided pursuant to O.R.C. 2305.321 (a copy to be provided upon request).

(9) ENTIRE AGREEMENT. This Agreement is the entire agreement of the parties and supersedes all prior oral and written understandings and agreements. This Waiver of Liability may be modified only by a written amendment signed by both parties.

(10) SEVERABILITY. If any provision of the Waiver of Liability is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included.

(11) MINOR CHILD. If the person participating in the equine activities at the Property with Misty Acres of Bath, LLC is a minor (under the age of 18), the parent or legal guardian of the minor must sign this Agreement. By signing this Agreement, the parent or legal guardian agrees to the terms of this Agreement both individually and on behalf of his/her minor child.

[SIGNATURES ON THE FOLLOWING PAGE]



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By signing below, the undersigned acknowledges that he/she has read and fully understands this Waiver of Liability and is voluntarily signing the same.

Signature of Participant (If Participant is not a Minor – 18 or Older)

Name of Participant (Please Print)

Date Signed: _____

Phone Number: _____

Email: _____

Name of Participant (If Participant is a Minor)

Signature of Parent/Guardian (If Participant is a Minor)

Name of Parent/Guardian (Please Print) (Circle whether a Parent or Guardian)

Date Signed: _____

Phone Number: _____

Email: _____

Address: _____