

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

This document waives important legal rights. Please read it carefully before signing.

I, the undersigned, have voluntarily applied to participate in an equine activity with Emily Hansen-Palmus Eventing, LLC dba Red Fox Equestrian ("Trainer") at the premises where such equine activity shall be conducted ("Property"). Such equine activity shall include but not be limited to:

- i. Controlling, riding, jumping, schooling, showing, competitions, and trail riding;
- ii. Teaching, instructing, and evaluation of both rider and equine;
- iii. Tacking up, routine care and feeding of equines;
- iv. Traveling, loading and unloading of equines;
- v. Spectating of an equine activity by other participants whether or not under Trainer's supervision or control.

I understand and acknowledge that any equine activity, including those that I will undertake under Trainer, involves numerous inherent risks that may result in serious bodily injury, illness, permanent disability and even death, and I knowingly and voluntarily expressly assume these risks. I further understand and acknowledge that horses, irrespective of their training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct, fright, other animals, surface conditions, sudden movement, unfamiliar objects, sounds, wind or whim resulting in a propensity to bite, kick, rear, bolt, buck, stumble and fall. Inherent risks also include the limited availability of emergency medical care, the failure of other participants to control their animals, collisions with other equines or animals, hazards including but not limited to surface or subsurface conditions and as well my own negligent acts, failure to maintain control over an equine or failing to act within my ability.

I understand and acknowledge that the behavior of any animal is contingent to some extent on my own riding ability and I agree to be truthful at all times as to my abilities and experience. I represent and warrant that I have made full disclosure of my riding abilities to Trainer.

I agree to follow Trainer's rules, regulations and policies. I understand that I am responsible to provide my own equine attire and protective equipment including boots and helmet. I agree to wear an appropriate helmet at all times I am mounted on a horse regardless of the activity. I am not relying on Trainer to determine my helmet's quality or suitability. I understand that saddle girths may loosen during an equine activity. Upon noticing any such loosening or the failure of any equipment, or potential failure, I will immediately advise Trainer.

If I am using my own horse I warrant that the horse shall be free from known defect, infection, contagious or transmittable diseases.

With full understanding of the inherent risks involved in an equine activity, some of which have been described above, and in consideration of being allowed to participate in equine activities I assume full liability and hereby forever release, waive, discharge Trainer, its members, officers, employees, representatives, volunteers, agents, assistants, successors and assigns ("Releasees"), from all tort and civil liability, including any demands, losses or claim for damages including bodily injury, illness and death to me or if applicable, my horse, arising out of or related to the inherent risks including those specified above and/or my participation in an equine activity or by any other activities of Trainer even if due to the negligence of Trainer or any Releasee. This release, waiver, and assumption of liability agreement also includes all claims I may have against any independent contractor hired by Trainer such as other trainers, veterinarians, farriers and maintenance personnel all of who shall also be considered a Releasee.

Neither I, nor any one claiming through me, will hereafter bring, commence, or prosecute, or cause or permit to be brought any suit or action, either at law or in equity, in any court in the United States or any state thereof, against Trainer or any Releasee for, on account of, arising out of or in any way connected with any claim I may have for damages, bodily injury, illness or death to me or my horse occurring due to my participation in an equine activity or being on the Property.

I shall hold harmless and indemnify Trainer and Releasees from any and all claims by any third parties caused in whole or in part by my actions or those of my horse or other animal or child I bring with me to the Property.

I expressly agree that the terms of release, waiver and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the State of Ohio, and as specifically stated pursuant to Ohio Revised Code

§2305.321 (Ohio Equine Activity Liability Act), and any all other applicable statutes, regulations, ordinances. The releases herein are given for the purpose, among other things, of providing a waiver under R.C. §2305.321.

I understand and agree that the releases from liability set forth herein shall constitute a waiver beyond the provisions of the Ohio Equine Activity Liability Act and that I agree not to bring any claim against Trainer or any Releasee on the basis of an exception under that Act including: (a) the provision of faulty or defective equipment or tack, (b) the failure make reasonable and prudent efforts to determine my ability to safely engage in the equine activity or to safely manage the equine based on my representations of ability, (c) a dangerous latent condition of the Property, (d) any negligent act or omission of Trainer or a Releasee that causes me harm.

If any provision of this agreement 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 in order to effectuate the intent of the parties.

This agreement is the entire agreement of the parties as to the subjects contained herein and supersedes all prior oral and written understandings and agreements. This agreement may not be modified except in writing by both parties.

WARNING

Under Ohio law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity pursuant to Ohio Equine Immunity Statute, R.C. §2305.321.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT, THAT I HAVE READ THE WARNING STATED ABOVE AND THAT I HAVE BEEN GIVEN SUFFICIENT TIME TO READ, UNDERSTAND AND ASK QUESTIONS CONCERNING THE NATURE AND SCOPE OF THIS VOLUNTARY WAIVER AGREEMENT.

Signed this _____ day of _____, 20__

Rider/Guest

Rider/Guest (print name)

Address

Phone Number

**PARENTAL CONSENT
(For Participants under the age of 18.)**

I, the undersigned parent or legal guardian of the child listed below, have read the above Waiver, Release, Assumption of Liability and Indemnity Agreement and agree to its terms on behalf of my child and myself. I further agree that if the child sustains any bodily injury, illness or even death, or by the child's actions causes damages, bodily injury, illness or death to any third party, I shall indemnify, hold harmless and defend Trainer and Releasees from any and all such claims of my child or any third party.

Child: _____

Parent/Guardian Signature

Parent/Guardian Name

Parent/Guardian Signature

Parent/Guardian Name