



EQUINE LIABILITY RELEASE AND ASSUMPTION OF RISK

I, or the parents or legal guardians of the listed individual is a minor, do hereby voluntarily agree to participate in an equine activity sponsored by Dreams on Horseback or Field of Dreams, "Sponsor." The terms "I", "We", "Me", or "My" shall herein refer to the participant listed below and the parents or legal guardians thereof if a minor.

PARTICIPANT NAME _____

INSURANCE. If medical treatment is required, I and/or my medical insurance company shall pay for ALL such expenses.
CONTRACT. This agreement is legally binding upon me, my heirs, estate, assigns, including all minor children and personal representatives, and it shall be interpreted according to the laws of the State of Ohio. This agreement is intended to be binding now and in the future when SPONSOR permits me (directly or indirectly) to be near any horse, receive riding, training, instruction, or guidance from SPONSOR'S employees or agents, either on or off of SPONSOR'S property. Any disputes shall be litigated in Franklin County, Ohio. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void.

RISKS. Risks, conditions, and dangers are inherent in an equine activity, regardless of all feasible safety measures that can be taken, and I agree to assume them. The inherent risks include, but are not limited to, the propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the equine; the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; hazards including, but not limited to, surface or subsurface conditions; a collision, encounter, or confrontation with another equine, animal, person, or object; the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons including, but not limited to, failing to maintain control of an equine or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horse activities involve situations in which a smaller, weaker predator animal (the human) tries to impose its will on another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts that may include but are not limited to stopping short; changing directions and speed; shifting its weight; bucking; rearing; kicking; biting; and running from danger.

CONDITIONS OF NATURE. SPONSOR is NOT responsible for occurrences of nature or sudden, unfamiliar sights, sounds, or movements that can scare a horse, cause it to fall, or react in some other unsafe way. Examples include but are not limited to thunder, lightening, rain, wind, sliding snow from rooftops, wild and domestic animals, insects, or reptiles that may walk, run, fly near, or bite or sting a horse or person, and irregular footing on out-of-door groomed or wild land that is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I am not relying on Sponsor to list all possible conditions for me.

GIRTHS. Saddle girths (fastener straps around horse's belly) may loosen while riding. Students must alert Sponsor's staff of any girth looseness so action can be taken to avoid slippage of saddle and potential for the rider to fall from the horse.

HELMET. I have been advised by SPONSOR that protective headgear meeting or exceeding ASTM/SEI quality standards should be worn while I am involved in any equine activity. I understand that wearing headgear during any equine activity may reduce the severity of head injuries and possibly prevent death as the result of a fall or other occurrences. I am not relying on SPONSOR or its associates to guarantee my personal helmet protects me in this manner.

Participants over the age of 18 may waive the requirement to wear a helmet by signing below. All children must wear a riding helmet in order to ride a horse. I understand the unpredictable nature of an equine outlined below and have been advised that I should wear a helmet for my safety. I waive the requirement to wear a helmet and assume all responsibility for any injuries I suffer as a result of any accident occurring.

Signature of participant over 18 years of age waiving helmet requirement

Date

PHOTO AND VIDEO RELEASE. Pictures and video may be taken during this equine activity. By signing this waiver, I agree that pictures of participant may be used by SPONSOR only for marketing purposes.

LIABILITY RELEASE. In consideration of SPONSOR allowing my participation in this activity, under the above terms, I agree to release, hold harmless, and discharge SPONSOR, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf ("Associates"), from all claims, demands, causes of action and legal liability, due to SPONSORS' or ITS ASSOCIATES' negligence, and I do further agree that except in the event of SPONSOR'S gross negligence or willful or wanton misconduct, I shall not bring any claims, demands, or legal actions against SPONSOR or ITS ASSOCIATES for any economic and non-economic losses due to bodily injury or death or property damage sustained in relation to the premises or equine activities of SPONSOR, to include riding, training, handling, or otherwise being near horses owned by me or SPONSOR, or in the care, custody, or control of SPONSOR, whether on or off the premises of SPONSOR. I, THE UNDERSIGNED, REPRESENT THAT I HAVE READ AND UNDERSTAND THE FOREGOING LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

Signature of participant, parent or legal guardian if participant younger than 18

Date