



Safety and Release from Liability

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU or YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

Helmets and Safety Gear. I understand that it is the recommendation of **The Stables at Windy Acres** (Stable) to wear a riding helmet and utilize other safety gear appropriate to my level of experience while on a horse. I accept full responsibility for accident or injury to myself, family members or my guests if I or they choose not to use a riding helmet or other appropriate safety gear. **Initial:** _____

Horses are Inherently Dangerous. I also understand that engaging in equine activities is an inherently-dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand that Stable cannot control the horses it boards, and that I shall release and hold harmless Stable from any injury arising out of or related to equine activities at Stable's facilities. **Initial:** _____

I am Responsible for my own Conduct and That of the Horse I am Riding. I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property. I will also treat other borders, guests, and staff of the Stables with respect in person and publically, including through all social media sources. Violators can be asked to leave the premises (with their horse if applicable) immediately without refund, and if Stables deems necessary, prosecuted for defamation of character, libel, and/or slander. **Initial:** _____

RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold stable, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents. **Initial:** _____

Death or Injury to Horse. Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part. **Initial:** _____

HOLD HARMLESS, DEFEND AND INDEMNIFY. Rider, and/or Parent or Guardian of Rider, agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Riders's use of Stable, presence at Stable's facilities, Horse's conduct, Rider's use or access to Horse, or Rider's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement. **Initial:** _____

Costs, Attorneys' Fees, and Expenses. In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Rider, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Initial: _____

Damages: Rider agrees to repair or reimburse Stable for damages caused by horse, or rider. **Initial:** _____

Stable Integrity. Rider may not modify Stable property in any way without permission of Stable owner. **Initial:** _____

Stable's Remedies. If Rider breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Rider and (Horse if applicable) hereunder, Stable reserves the right to require Rider's immediate removal (and of Horse if applicable)

Amendments and Modifications. The parties may amend this Agreement only by a written agreement executed by all parties.

Assignment or Transfer. No party may assign or transfer this Agreement without the prior written consent of the other parties.

Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

Comprehension. Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

Governing Law and Venue. This agreement shall be governed by the laws of Ohio Venue for resolution of disputes shall be proper in Medina, Ohio.

Name of Rider: _____

Emergency Contact information for Rider: _____
(name) (phone #)

Signature of RIDER or (Parent or Guardian, if rider is under the age of 21)

Signed: _____ Name: _____ (printed)

STABLE: Signed: _____ Name: _____ (printed)