

Tack Up Therapeutic Riding, Inc.
Litchfield, OH 44253
ride@tackuptr.org
(330) 267-9902

EQUINE ACTIVITY RELEASE, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

This Equine Activity Release, Waiver, and Assumption of Risk Agreement is given under the Ohio Equine Activity Liability Act (the "Act"). The undersigned, on his or her behalf, and on behalf of any minor or mentally disabled adult or able bodied minor or adult named below, and any respective heirs, assigns, successors, executors, administrators, and legal representatives, hereby releases and discharges Tack Up Therapeutic Riding, Inc. and any of their agents, directors, instructors, employees, volunteers, guests, heirs, successors and assigns, including any "equine professional" as defined by the Act from any and all claims, damages, expenses, or lawsuits, of whatever nature, that arise from or relate in any manner to the undersigned's participation in equine activities that occur at any property, including The Stables at Windy Acres owned and operated by Brandon Smrekar within the State of Ohio (the "Property") at 2941 Vandemark Rd., Litchfield, Ohio, 44253. The undersigned further agrees and acknowledges that this Equine Release, Waiver, and Assumption of Risk Agreement ("Release") is applicable regardless of whether any claimed damage, expense, or injury results from the negligence of Tack Up Therapeutic Riding, Inc. or from some other cause.

The undersigned hereby acknowledges that he or she has full and complete notice and understanding of all the risks inherent in equine activities which may cause, contribute to, or result in death or personal injury to the undersigned or damage to the undersigned's property (the "Risks"), including: (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. The undersigned further acknowledges that he or she is in the best position to understand and evaluate any added risk caused by any disability, illness, or condition from which he or she may suffer.

Although the undersigned is aware of the nature and extent of the Risks, he or she expressly accepts and assumes all risks of property damage, bodily injury, and/or death that may occur as a result of his or her participation in equine activities at the Property. The undersigned acknowledges that any injuries sustained may result from or be compounded by the actions, omissions, or negligence of Track Up Therapeutic Riding, Inc. This Release is given in specific consideration of the permission granted by Tack Up Therapeutic Riding, Inc. to participate in equine activities at the Property.

The undersigned agrees to indemnify and save Tack Up Therapeutic Riding, Inc. harmless from any and all judgments, damages, or expenses associated with any claims, demands, or lawsuits made against Tack Up Therapeutic Riding, Inc. by or on behalf of any person, that arise as a result of the undersigned's participation in equine activities at the Property.

The undersigned states that he or she knowingly and voluntarily executed this Release and asserts that he or she understands all the terms used herein and the consequences thereof. The undersigned further acknowledges that this Release is binding upon his or her heirs, administrators, executors, successors and assigns. This Release shall remain valid until revoked in writing by the undersigned.

Signed this _____ day of _____, 20_____.

[signature of participant named above]

[signature of parent or guardian of participating minor]

[print participant name above]

[print name of parent or guardian of participating minor]