

# 3-C Farm Horsemanship School

*Pam & Alan Cornett*  
3783 E. Foster-Maineville Rd  
Morrow, OH 45152  
513-899-2730  
www.3CFarmHorsemanshipSchool.com

## BOARDING LIABILITY RELEASE

***We start beginners and finish winners!***

THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK is made and entered into on this date: \_\_\_\_\_, by and between 3-C Farm (hereinafter designated Equine Professional), and

Participant/owner \_\_\_\_\_ hereinafter designated Participant; and if Participant is a minor, the Participant's parent or guardian, \_\_\_\_\_. In return for the use today, and on all future days, of property, facilities and services of the Equine Professional, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Participant is responsible for full and complete insurance coverage of his horse, personal property and himself.
2. Participant understands there are INHERENT RISKS in and around equine activities. These are dangers of conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine: including bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movements, unfamiliar objects, persons or other animals; hazards such as surface or subsurface ground conditions; collisions with other equines or objects; or the potential of another participants to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner.
3. PARTICIPAN EXPRESSY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON EQUINE PROFESSIONAL'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
4. Participant agrees to hold Equine Professional and all successors, assigns, subsidiaries, franchisees, affiliate, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of actions, injuries, damages, costs or expenses arising out of Professional's property and facilities, including without limitations, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by direct, willful and wanton gross negligence of the Equine Professional.
5. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Participant agrees to indemnity and defend Equine Professional against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from Participant's use of or presence upon, the Equine Professional's personal property and facilities.

***Participant Signature in agreement for Page 1:*** \_\_\_\_\_ ***Date*** \_\_\_\_\_

7. Participant agrees to abide by all of Equine Professional's rules and regulations, and Participant is responsible for using protective gear (i.e. hard hat and boots). Safety helmets must be worn at all times, while riding, driving and lunging any horse.
8. This Contract is non-assignable and nontransferable and is made and entered into the State of Ohio, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void.
9. **WARNING:** Under Ohio Law, an equine activity sponsor or equine professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

When the Equine Professional and Participant (and Participant's parent/guardian, if minor) sign this Contract, it will then be binding.

\_\_\_\_\_  
3C Farm/Equine Professional Signature and Date

\_\_\_\_\_  
Participant's Signature and Date

\_\_\_\_\_  
Participant's Guardian's Signature and Date

\_\_\_\_\_  
Participant's Address

\_\_\_\_\_  
Participants Telephone

**Participant Signature in agreement for Page 2:** \_\_\_\_\_ **Date** \_\_\_\_\_