

3-C Farm Horsemanship School

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STUDENT LIABILITY RELEASE

We start beginners and finish winners!

This LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK is made and entered into on the ____ day of _____, 20____, by and between 3-C Farm, hereinafter designated Equine Professional and Student _____, hereinafter designated Participant; and, if Participant is a minor, Participant's parent or guardian _____. In return for the use today, and on all future days, of property, facilities, and Equine Professional, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

Please initial each point, and fill in the blanks

- ___ 1. Participant is responsible for full and complete insurance coverage on his horse, personal property and himself.
- ___ 2. Participant understands there are inherent risks in and around equine activities.

Risks inherent in equine activities means dangers or 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 movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equine or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability.
- ___ 3. PARTICIPANT EXPRESSLY 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, affiliates, 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 action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon Equine Professional's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the 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 indemnify and defend Equine against, and hold harmless from, any and all action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from Participant's use of or presence upon the Equine Professional's property and facilities.
- ___ 7. Participant agrees to abide by all of Equine Professional's rules and regulations, and Participant is responsible for using protective gear, i.e. safety helmet and boots.
- ___ 8. If Participant is using Participant's horse, the horse shall be free from infection, contagious or transmissible diseases. Equine Professional reserves the right to refuse horse is not in proper health or is deemed dangerous or undesirable.
- ___ 9. This Contract is non-assignable and non-transferable 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.
- ___ 10. 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 or guardian, if Participant is a minor) sign, it will be binding.
By signing, you agree to be responsible for carrying your own insurance.

Equine Professional's Signature

Date

Participant's Signature

Date

Participant's Guardian's Signature

Date