

Horse Rental Agreement and Liability Release form - Please read carefully

East Fork Stables - 2215 Snyder Road • Batavia, OH • 45103 (hereinafter known as "THIS STABLE")

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE - In consideration of the payment of a fee and the signing of this agreement, I the individual listed below, and the parent or legal guardian thereof if a minor, do hereby agree to hire from THIS STABLE a horse, tack and equipment, personnel, and trail for the purpose of horseback riding today and on all future dates.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS - This agreement shall be legally binding on me the registered rider, and the parent and legal guardian thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE. (The term "HORSE" herein shall refer to all equine species.) The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "ME", "MY" shall herein refer to the registered rider named below and the parents or legal guardians thereof if a minor.

C. NATURE OF STABLE HORSES - THIS STABLE follows a rigid safety program. Horseback riding is the only sport where one much smaller, weaker, predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (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 which may include but are not limited to: Stopping short, Changing directions or speed at will, Shifting its weight, Bucking, Rearing, Kicking, Biting or Running from danger.

D. RIDER RESPONSIBILITY - I understand that the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child if the rider is pregnant. THIS STABLE ADVISES A PREGNANT WOMAN NOT TO RIDE A HORSE unless permission is given under advice of her physician. (It is also the rider's responsibility to notify the staff of any physical/mental health condition and/or disability which the rider may have that will affect his/her ability to ride a horse.)

Pursuant to section 2305.321 of the Ohio Revised Code:

- (7) "Inherent risk or an equine activity" means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:
- (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, 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.

E. SADDLE GIRTHS - NATURAL LOOSENING - I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken.

F. LIABILITY RELEASE - In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the rider and the parent or legal guardian thereof if a minor, do agree to hold harmless and release THIS STABLE, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to THIS STABLE'S ordinary negligence; and I do further agree that I shall bring no claims, demands, actions and causes of action and/or litigation against THIS STABLE AND ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses, due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operation of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE.

G. PROTECTIVE HEADGEAR OFFERING: I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by THIS STABLE and do understand that the wearing of such headgear around horses may prevent or reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each rider's head, and that once provided I/WE will be responsible for securing the helmet on this rider's head at all times.

ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS DOCUMENT.

- YES**, I/we request to wear protective headgear which THIS STABLE provides.
 NO, I/we refuse to wear any type of protective headgear or will provide my/our own.

Rider's riding ability: Beginner Good Advanced

I agree that should medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses.

I HAVE GIVEN EXTRA ATTENTION TO THE ABOVE STATEMENT. - Please initial _____

SIGNER STATEMENT OF AWARENESS: I/we the undersigned have read and do understand the forgoing agreement, warnings, release and assumption of risks. I/we further attest that all facts relating to the applicant's physical condition, experience and age are true and accurate.

Signature of rider (spouses must sign for themselves)

Date

Address

Signature of parent or guardian

Rider's name

Home Phone _____

Bus Phone # _____