



# TRINITY

HORSE FARM LLC

2536 Columbia Rd., Medina, OH 44256

Phone: 330-483-3601

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT READ CAREFULLY BEFORE SIGNING

I agree to this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (hereafter, "Agreement") with TRINITY HORSE FARM LLC, an Ohio limited liability company (hereafter, "Trinity"), as a condition for its allowing me, and the persons identified below to enter Trinity premises, barns, arenas, pastures and surrounding land (this property will hereafter be referred to as "the Trinity Property") for any purpose and at any time, now and in the future. I know that Trinity maintains horses and ponies (hereafter "equines").

NAME OF PARENT (CONTRACTING PARTY): \_\_\_\_\_

NAME OF OTHER PARENT OR SPOUSE (CONTRACTING PARTY): \_\_\_\_\_

ADDRESSES OF CONTRACTING PARTIES: \_\_\_\_\_

PHONE: [Home] \_\_\_\_\_ [Business] \_\_\_\_\_  
[Cell/Other] \_\_\_\_\_

I also make this agreement on behalf of the following, who are my child/ren or legal ward(s):

1. \_\_\_\_\_ AGE: \_\_\_\_\_ 2. \_\_\_\_\_ AGE: \_\_\_\_\_  
Child's Date of Birth: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_

All parts of this Agreement shall apply to me and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this Agreement.] This Agreement shall be binding each time - *now and in the future* - when Trinity permits me (directly or indirectly) to enter the Trinity Property, be on the Trinity Property, be near equines, handle equines, work near and with equines, use or be near horse/equine or implements and/or ride equines (with Trinity's advance permission, only) on or off of the Trinity Property.

### IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of the following activities *now and/or in the future* on, near, or off of the Trinity Property (initial by activities):

           *Equine Activities.* I have requested to participate directly or indirectly in educational, therapeutic, and/or instructional activities that involve equines; be near, handle, lead, ride, work with, and/or maneuver equines at any time and at any location; attend or participate in clinics, shows, and/or events with equines on or off of the Trinity Property; drive equines; and/or receive instruction or guidance in riding, driving, or handling of equines at any time and at any location; and meet and work with Trinity personnel and other personnel (whether or not they are affiliated with Trinity) and/or use equipment or implements supplied by Trinity, whether or not equines are near. (These services will hereafter be referred to as "the Equine Activities.") Equine Activities include but are not limited to Natural Horsemanship, Riding Lessons Equine Assisted Psychotherapy, Equine Assisted Learning and Therapeutic Horseback Riding defined."

2. *Consideration/Binding Effect.* I am voluntarily signing this Agreement in exchange for the privilege of being allowed to

engage in the Equine Activities at any time and at any location. This Agreement is intended to be valid and binding *at all times, now and in the future*, when Trinity permits me (directly or indirectly) to engage in any or all of the Equine Activities at any time and at any location.

3. *Inherent Risks of Equine Activities.* I understand that anyone riding, handling, or even near an equine can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people who and animals who are on, near, or around them. Further, I understand that there are many inherent risks associated with riding or being near equines, which include, *but are not limited to*, 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, 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; and
- (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 other persons, including but not limited to, failing to maintain control over an equine or failing to act within the participant's ability.

*I understand these risks and dangers inherent in equine-related activities and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on Trinity to list all possible equine-related risks for me in this document or at any time, now or in the future.*

4. **WAIVER AND LIABILITY RELEASE.** As consideration for Trinity allowing me to engage in any or all of the Equine Activities, now or in the future, I agree to assume full responsibility for any and all bodily injuries, losses, or damages which I may sustain at any time when engaging in these and other activities. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for myself and for my heirs, administrators, personal representatives or assigns, release, discharge, and agree not to sue Trinity Horse Farm LLC and their respective members, managers, officers, directors, employees, agents, representatives, heirs, assigns, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated) resulting from either ordinary negligence by any of these persons or entities or a violation by any of them of any provision of an Ohio equine activity liability law (except if the injury, loss, or damage was directly caused by Trinity's gross negligence, reckless misconduct, or willful and wanton disregard for my safety). It is my intention to release and hold harmless these persons and entities listed and described above to the fullest extent allowed under Ohio law.

5. **INDEMNIFICATION.** I also agree to indemnify and hold harmless Trinity Horse Farm LLC and their respective members, managers, officers, directors, employees, agents, representatives, heirs, assigns, and others acting on their behalf from any liability, claim, loss, action, or expenses asserted against or incurred by either or all of them for damages that I and/or my minor child/ren may cause that arise from the actions or inactions of me, my child/ren or legal ward(s). The indemnification shall include *but is not limited to*, attorney fees, court costs, and other expenses incurred in the defense of any matter asserted which may be covered by this provision.

6. **ASTM/SEI Headgear.** I agree to be fully responsible for my own safety at all times while on, near, or off the Trinity Property. Trinity has advised me that, for my own protection, I should wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear that is designed for use when riding or handling equines. I understand that Trinity will have helmets available, at my request. **I am NOT relying on Trinity to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time - now or in the future. If I choose to wear an ASTM-standard/SEI-certified helmet, or if I choose not to, this is my decision alone.**

7. *Physical or Mental Conditions/Special Needs.* Many physical and mental conditions pose special risks to the participant while engaging in the Equine Activities. Trinity recommends that I consult with a physician *before* participating in any of these activities, especially those that involve riding, driving, or being near equines. Also, I want Stable to be aware of the following physical and/or mental conditions or personal needs which may affect my safety and ability to engage in any activity with Trinity: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. *Independent Businesses.* I am aware that independent therapists, specialists, riding instructors or clinicians may occasionally do business on the Trinity Property (with Trinity's advance permission), but I understand that they operate as wholly independent businesses and do not have an employment, partnership, joint venture, principal-agent or similar arrangement with Trinity.

9. *Law/Signer's Intention/Fees.* Ohio law governs this Agreement, and I agree that it shall be enforced to the greatest extent permitted under Ohio law. Any disputes shall be litigated in a state or federal court of proper jurisdiction located in or nearest to Medina County, Ohio. This document can only be modified in writing and signed by me and Catherine Poland on behalf of Trinity. If any clause conflicts with Ohio law, only that clause will be null and void but the remainder shall stay in full force and effect. Should I file a lawsuit in breach of this Agreement, I agree to pay the attorney fees and costs incurred by Trinity and the other persons and entities, described further above, affiliated with Trinity.

10. **ALSO, I REPRESENT THAT (I the parent or person/guardian signing this agreement):**

**I AM AT OR OVER 18 YEARS OF AGE;**

**I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;**

**I HAVE READ THIS ENTIRE AGREEMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;**

**I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT;**

**I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND**

**THE INFORMATION I HAVE PROVIDED IN THIS AGREEMENT IS TRUE AND ACCURATE.**

SIGNATURES: Contracting Party (and Parent/Legal Guardian of Minor(s) Specified Above Under Age 18):

Sign Here: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Other Parent or Guardian:

Sign Here: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Trinity Representative:

\_\_\_\_\_  
Catherine Poland

Date: \_\_\_\_\_