

RELEASE OF LIABILITY

This Release of Liability is made and executed at Hilliard, Franklin County, Ohio on this _____ day of _____, 20____, by the undersigned, individually, or on behalf of _____ (the "PARTICIPANT").

WHEREAS, PARTICIPANT desires DARE EQUESTRIAN CENTER (hereafter called "DARE"), 8871 Patterson Road, Hilliard, Ohio 43026, an equine professional, to provide riding lessons and other equine activity to PARTICIPANT.

WHEREAS, PARTICIPANT acknowledges that there are inherent risks of 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, 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.

WHEREAS, PARTICIPANT represents that PARTICIPANT is in good physical condition and health and is able to participate in the equine activity, and that DARE had recommended that PARTICIPANT consult a physician before engaging in the equine activity.

NOW, THEREFORE, in consideration of DARE's agreement to provide equine activity, PARTICIPANT agrees as follows:

- (1) **RELEASE.** PARTICIPANT does hereby release, acquit and forever discharge DARE from any and all liability, claims demands, and causes of action arising from or related to any harm to PARTICIPANT, including personal injuries or death, as a result of the equine activity.
- (2) **HOLD HARMLESS.** PARTICIPANT agrees to indemnify DARE and hold DARE forever harmless against loss from any claims, demands or actions that may hereafter, or at any time, be made or brought against DARE for the purpose of enforcing a claim of damages arising from or related to any harm to PARTICIPANT; including personal injuries or death, as a result of the equine activity.
- (3) **PARTIES AFFECTED BY RELEASE AND HOLD HARMLESS.** PARTICIPANT releases DARE and agrees to indemnify DARE and hold DARE harmless as provided herein, on PARTICIPANT's own behalf as well as on behalf of PARTICIPANT'S representatives, agents, heirs, and assigns. PARTICIPANT further releases and agrees to indemnify DARE and hold DARE harmless from any injury or death to a guest of PARTICIPANT. PARTICIPANT by this agreement releases, indemnifies and holds harmless the principals of DARE, namely: LINDA SUE DARE as well as DARE's agents, employees, insurers, successors and assigns.

IN WITNESS WHEREOF, the PARTICIPANT (or PARTICIPANT's parent, guardian, custodian, or other legal representative) having read and understood this Release of Liability signs the instrument on the day and year first above written.

Signed and acknowledged
In the presence of:

Witness

EQUINE ACTIVITY PARTICIPANT

Signature of Participant (or Parents)

Name of Person Signing (print)

Relationship of Person Signing

Street Address

City, State and Zip

Phone

E-mail