

**EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY,
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

I, _____ of _____

(the Participant) hereby enter into this **Express Agreement of Risk, Release of Liability and Waiver of Claims** (hereinafter referred to as the **Agreement**) in favor of Otterbein College, its agents, employees, and the owners of the horses used in the Otterbein College Equine Science Program, whether in riding lessons, leases, laboratory sessions, competitions or any other equine activity as well as the owners of the Otterbein College Equine Facility and the owners of any other locations or facilities hosting equine activities sponsored by Otterbein College (the Released Parties). In consideration for being permitted to participate in equine activities, including but not limited to, grooming, taking and untacking, leading, longing, riding, driving, participating in instruction and/or competitions, observing or assisting with veterinary or other procedures, conducting foal watch duties, conducting assigned exercises for coursework and otherwise handling equines, I acknowledge and agree as follows:

1) Dangerous Activity: I acknowledge that horses and ponies can be unpredictable animals and fully realize that there are dangers and risks inherent in equine activities, including but not limited to:

- 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 reactions 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 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. I understand that neither the actions of any person, nor the actions of any animal can necessarily be controlled, and that my safety and that of my property cannot be guaranteed while I am participating in equine activities.

2) Assumption of Risks.

Understanding the risks involved, I voluntarily choose to participate in equine activities and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE UNINTENTIONAL NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE.

I accept full and complete responsibility for my safety as well as that of any guests or observers that may accompany me to the Otterbein College Equine Facility or to competitions in connection with the Otterbein College riding teams or other equine activities sponsored by Otterbein College, and for the safety of our personal property.

3) Release and Waiver of Claims.

On behalf of myself, my heirs, successors in interest, personal representatives and assignees, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITY, IN LAW OR IN EQUITY, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY DAMAGE OR LOSS, OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT I MAY SUSTAIN OR SUFFER AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PRESENCE AT THE OTTERBEIN COLLEGE STABLES OR AT EVENTS IN CONNECTION WITH THE OTTERBEIN COLLEGE RIDING TEAMS OR OTHER EQUINE ACTIVITIES SPONSORED BY OTTERBEIN COLLEGE, WHETHER CAUSED BY THE UNINTENTIONAL NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this section shall be deemed to release a *released party* from liability arising from that *released party's* own willful injury or cause of harm.

4) Promise Not to Bring Suit.

I hereby agree and promise that I will not bring a claim against, sue, demand compensation from or attach the property or assets of the *released parties* or any of them, either on my own behalf, or on behalf of any other person, for any loss or damage arising or resulting directly or indirectly from my participation in equine activities, whether at the Otterbein College Equine Facility or elsewhere, or from my presence at the Otterbein College Equine Facility.

This promise shall survive any expiration or revocation of his Agreement, and shall survive my death or disability and shall be binding upon my heirs, successors in interest, guardians, legal representatives and assigns.

5) Ohio Equine Activity Statute.

I understand that **Title XXIII, Chapter 2305.321 Section (B) (1) of the Ohio Revised Code**, provides in part that:

“ . . . An equine activity sponsor, equine activity participant, equine professional . . . or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that result from an inherent risk of an equine activity. . . .An equine activity participant or the personal representative an equine activity participant does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, . . . or another person for harm that the equine activity participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity.”

I understand and admit that for the purposes of determining applicability of the **Ohio Equine Activity Statute** I am an "Equine Activity Participant" while participating in or watching equine activities at the Otterbein College Equine Facility, participating in or watching equine activities sponsored by Otterbein College at other locations and/or while attending or participating in events in connection with the Otterbein College riding teams and that the terms of the **Ohio Equine Activity Statute** apply to me as such.

6) Full Understanding.

I hereby warrant that:

a) I HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON; and

b) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE.

7) Choice of Law, Jurisdiction

The terms of this Agreement shall be governed by and interpreted according to the law of the State of Ohio, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. This shall be the case regardless of whether any equine activity covered hereunder takes place in Ohio or at a location outside of Ohio.

8) Severability:

I agree that this document is intended to be as broad and inclusive as is permitted by Ohio law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY. I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW IS ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

The Participant

Date: _____