



**PBJ CONNECTIONS, INC.
EXPRESS ASSUMPTION OF RISK,
RELEASE OF LIABILITY, WAIVER OF
CLAIMS AND INDEMNITY AGREEMENT
(Adult)**

This Express Assumption of Risk, Release of Liability and Waiver of Claims (the “Agreement”) is entered into by the undersigned, as individuals _____ (the “Participant”), in favor of PBJ Connections, Inc. In consideration for the Participant being permitted to participate in Equine Activities, including, but not limited to equine facilitated learning and equine facilitated psychotherapy sessions we 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 or weather;
 - 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 the Participant, nor the actions of any person or animal can necessarily be controlled, and that the Participant’s safety and that of my property cannot be guaranteed while participating in Equine Activities. I understand these risks and wish to participate in Equine Activities despite the risk.

- 2) **Assumption of Risks:** Understanding the risks involved, I voluntarily choose to allow participate in Equine Activities and EXPRESSLY ASSUME THE ASSOCIATED RISKS. I accept full and complete responsibility for the safety of myself, any guests or observers, and my personal property.
- 3) **Release and Waiver of Claims:** On behalf of the myself, my heirs, successors in interest, guardians, legal representatives and assigns, I understand that although every effort will be made to avoid accident or injury, NO LIABILITY can be accepted by any of the organizations concerned, including PBJ Connections, Inc., its officers, trustees, agents, employees, each and every one of its members and associates, the property owners upon whose land the equine facilitated learning/psychotherapy session are conducted.
- 4) **Promise Not to Bring Suit:** I hereby agree and promise that myself, my heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the organization or its employees, contractors, volunteers, or trustees, either on my 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 with the Facilitators.

- 5) **Ohio Equine Activity Statute:** I understand that Title XXIII, Chapter 2305, 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 and equine activity and that results from an inherent risk of an equine activity. ...An equine activity participant or the personal representative of 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, and equine professional, ...or another person for harm that the equine activity participant allegedly sustained during an equine activity ant that resulted from an inherent risk of equine activity."
- 6) That I am currently covered by an accident-medical insurance and will remain insured for the duration of all Equine Activities with the Facilitators

Name of Insurance Company_____

- 7) **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.
- 8) **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.
- 9) **Severability:** I agree that this document is intended to be as broad and inclusive as permitted by Ohio law. If any portion of the 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.

By:_____ Date:_____

Participant

Print Name:_____