



## **RELEASE OF LIABILITY**

WITNESS THIS AGREEMENT by and between CROSS TRAILS STABLES LLC, hereinafter referred to as "STABLES", and the USER named at the bottom of the document, hereinafter referred to as "USER", and, if USER is a minor, USER's parent or guardian. A USER includes, but is not limited to, boarders, their family, friends and guests, employees and instructors, horse users, renters or lessees, lesson takers and escorting family and friends, and users of STABLES property, facilities, equipment and services.

1. For consideration received, and in return for the use, today and on all future dates of the horses, property, facilities and services of the STABLES and its employees, instructors, drivers and agents; USER, USER's heirs, assigns, and representatives, hereby agree as follows:

2. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

3. USER acknowledges that horses, by their very nature are unpredictable and subject to animal whim. USER assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. USER agrees to abide by and follow STABLES's rules and regulations, which shall be posted and/or available from time to time. USER further acknowledges that the behavior of any animal is contingent to some extent upon the ability of USER. USER assumes all risks therefor and warrants a full and fair disclosure of USER's abilities has been made to STABLES.

4. USER agrees to assume any and all risks involved in or arising out of USER's use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any facility, including arenas, on the premises of STABLES and for purposes of taking riding lessons either on the premises or lessons given off the premises by STABLES personnel.

5. USER understands that wearing of protective headgear, footwear and long legwear may prevent or reduce severity of some of the wearer's body and head injuries and possibly prevent the wearer's death

from happening as a result of a fall and other occurrences. It is understood that headgear provided by STABLES may not be of perfect fit for each rider's head and that once provided the wearer will be responsible for securing the helmet on the head at all times.

All riders younger than 18 years old must wear certified protective headgear when riding. For those adults 18 years and older who do not wish to wear protective headgear, please initial the following line stating you do not wish to follow the STABLES strong advice to wear protective headgear.

\_\_\_\_\_ Rider's Initials

6. USER (or USER's parent or guardian if USER is a minor) agrees to hold harmless, indemnify and defend stables against any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with USER's use of or presence upon the property of stables and the facilities located thereon. In the event USER is a minor, the parent or guardian shall further indemnify, defend and hold STABLES harmless from any such claims by said minor child.

7. In the event USER is using USERS own horse, or a horse(s) not owned by STABLES, USER warrants said horse(s) shall be free from infection, contagious or transmittable diseases. STABLES reserve the right to refuse access or use of any horse upon the premises that does not appear to STABLES to be in good health, or is deemed dangerous or undesirable.

8. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. USER agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering. USER agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

**USER (OR PARENT/GUARDIAN IF USER IS A MINOR)**

By: \_\_\_\_\_  
PRINT USER NAME PRINT PARENT/GUARDIAN NAME

\_\_\_\_\_  
SIGNATURE OF USER OR PARENT/GUARDIAN

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: (H): \_\_\_\_\_ (W): \_\_\_\_\_ (C): \_\_\_\_\_

**CROSS TRAILS STABLES LLC**

By:

\_\_\_\_\_  
OWNER OR MANAGER

Date:

\_\_\_\_\_

**CROSS TRAILS STABLES LLC**

1264 Ireland Road, Wilmington, Ohio 45177

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