



USE OF ANOTHER'S HORSE - RELEASE OF LIABILITY

WITNESS THIS AGREEMENT by and between Horse Owner, hereinafter referred to as "OWNER", and the rider named at the bottom of the document, hereinafter referred to as "RIDER", and, if RIDER is a minor, RIDER'S parent or guardian,

For consideration received, and in return for the use, today and on all future dates of the named horse(s) below; RIDER, RIDER'S heirs, assigns, and representatives, hereby agree as follows:

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.

RIDER acknowledges that horses, by their very nature are unpredictable and subject to animal whim. RIDER assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. RIDER further acknowledges that the behavior of any animal is contingent to some extent upon the ability of RIDER. RIDER assumes all risks therefor and warrants a full and fair disclosure of RIDER'S abilities has been made to Owner.

RIDER (OR RIDER'S PARENT OR GUARDIAN IF RIDER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND OWNER 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 RIDER'S USE OF NAMED HORSES(S). In the event Rider is a minor, the parent or guardian shall further indemnify, defend and hold Owner harmless from any such claims by said minor child.

OWNER warrants said horse(s) shall be free from infection, contagious or transmittable diseases.

Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. RIDER agrees that damages shall be limited to \$500 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering. RIDER 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.

HORSE and HORSE OWNER:

PRINT HORSE NAME(S)

By:

PRINT HORSE OWNER NAME

SIGNATURE OF HORSE OWNER

Date:

RIDER/USER (or PARENT/GUARDIAN IF RIDER/USER IS A MINOR):

By:

PRINT RIDER/USER NAME

PRINT PARENT/GUARDIAN NAME

SIGNATURE OF RIDER/USER or PARENT/GUARDIAN

Date:

Address:

Telephone:

Home _____

Cell _____

Work _____

CROSS TRAILS STABLES LLC

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