

Release and Waiver of Liability



As of the date of indicated below, the undersigned party (hereafter identified as “Participant”) is participating in equine related activities conducted by Brushy Creek Reserve, Inc. at 335 Apple Road Amelia, Ohio (the “Farm”). In conjunction with participating in the equine activities conducted at the Farm, Participant hereby agrees to the following terms and conditions of this Release and Waiver of Liability (“Release”):

1. Incorporation of Statute.

The provisions of Ohio Revised Code § 2305.321 (“Statute”) are hereby incorporated into this Release by reference. Participant consents that he or she is an “equine activity participant” as defined under the Statute and that activities engaged in on the Farm shall constitute “equine activities” as defined under the Statute. The Statute defines the “inherent risk of an equine activity” as a danger or condition that is an integral part of an 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 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 matter that may contribute to injury, death, or loss to the person or 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. The waiver, release, and indemnity provisions of this Release shall apply, without limitation, to each of the activities failing to maintain control over an equine or failing to act within the ability of the participant.

The waiver, release, and indemnity provisions of this Release shall apply, without limitation, to each of the activities identified as inherent risk of an equine activity under the Statute. Upon request by Participant, Brushy Creek shall provide Participant with a copy of the Statute.

2. Acknowledgement and Acceptance of Risk.

Participant acknowledges that there is an inherent risk associated with equine activities, including personal injury, death and/or property damage. Participant agrees to assume all risk relating to participating in equine activities while on the Farm or any adjoining properties. Pursuant to Ohio Revised Code §2305.321(C)(1), Participant hereby assumes full responsibility and risk of bodily injury, death or property damage while engaging in equine activities while on the Farm or any adjoining properties.

3. Release of Liability.

Participant, on behalf of him or herself, his or her heirs, successors or assigns, hereby waives, releases, discharges all claims and covenants not to sue Brushy Creek Reserve, Inc. or any of its owners, employees, agents, representatives, activity holders, sponsors, volunteers, or others associated with Brushy Creek Reserve Inc., and of their heirs, successors or assigns (collectively, "Brushy Creek") for any and all loss or damage on account of injury and/or death to Participant or damage to the property of Participant, whether caused by the negligence of Brushy Creek, the actions of the farm animals owned by Brushy Creek or a danger or condition on the Farm or any adjoining properties. Participant shall not hold Brushy Creek liable for any damages in a tort or other civil action for harm sustained while Participant is engaging in equine activities while on the Farm.

4. Indemnification.

Participant agrees to indemnify Brushy Creek against any loss for, including but not limited to, any personal injury or property damage, as a result of Participant engaging in any equine activities conducted on the Farm or any adjoining properties and from any and all further claims, demands and actions at law or in equity that may hereafter at any time be brought by any party against Brushy Creek relating to Participant engaging in any equine activities on the Farm or any adjoining properties. This indemnity shall include the payment of all attorney's fees and court costs. 5. Release from Liability for Medical Care. Participant further releases Brushy Creek from any claim whatsoever on account of first aid, emergency care, medical care, treatment or other services rendered to Participant relating to any injury to or illness of Participant which arises during or in connection with equine activities engaged in while on the Farm.

6. Minor Participants.

If Participant is under the age of eighteen (18), this Release shall be signed by Participant's parent, guardian, custodian or other legal representative.

7. Miscellaneous.

A. This Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

B. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

C. This Release shall be governed and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles. Any action arising from my participation in equine activities conducted at the Farm shall be brought only in the courts of the state of Ohio located in Hamilton County, Ohio.

I certify that I have read this document and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

PARTICIPANT:

Print Name _____

Signature _____ Date _____