



Willow Way Liability and Indemnity Agreement

Location: 1029 South County Line Rd.
Johnstown, OH 43031

PLEASE READ CAREFULLY BEFORE SIGNING

Serious injury may result from your participation in this activity.
This Stable does not guarantee your safety.

This agreement is entered into with TWIN FARMS LLC, an Ohio limited liability company ("Twin Farms") and TWIN STABLES LLC, an Ohio limited liability company (together with Twin Farms, "Stable") as a condition for his/her/their allowing me, and the other persons identified below, to enter the Property, described below, and/or engage in any equine-related activities on or near the Property. The "Property", as used throughout this document, shall mean the land known as Willow Way Equestrian Center principally located at 1029 South County Line Road, Monroe Township, Johnstown, Ohio, 43031, including any other properties owned or operated by the Stable, trails, open spaces, arenas, barns, structures and all other land or facilities situated on or near the Property.

Name of Contracting Party: _____ Phone: _____
Address: _____

I also make this agreement on behalf of the following, who are my designees, children or legal wards:

- 1. _____ Birthdate: _____
- 2. _____ Birthdate: _____
- 3. _____ Birthdate: _____
- 4. _____ Birthdate: _____

All parts of this agreement shall apply to me, as well as the designees, children and/or legal wards listed above. We will hereafter collectively call ourselves "I", "me", or "my" in this document.

WHEREAS, Stable is operating an equestrian center and boarding facility and

WHEREAS, I desire to participate in or have my child(ren) participate in equine activities,

Now, therefore I hereby agree as follows:

1. **Acknowledgement of inherent risks of equine activity**: I acknowledge that there are inherent risks in any equine activity.

Under Ohio Law "INHERENT RISK OF AN EQUINE ACTIVITY" means 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 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;
- (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 these risks and expressly agree to assume each one of them and to hold the Stable harmless for the consequences of them. I am not relying on the Stable to list all possible risks for me.

2. **Authority**: I acknowledge and represent that I have the legal authority to execute this document for myself, my designees, children and/or legal wards, and any other parent of the named children and/or legal wards, their heirs, administrators, executors, successors and assigns.
3. **Waiver and Liability release**: As consideration for being allowed to enter the Property and/or ride or be near equines on, near or off of the Property, I agree to assume full responsibility for myself and any and all bodily injuries, losses or damages which we may sustain when on or near the Property as well as when riding equines on, near or off the Property. The term "damages" means, for example, medical expenses, expenses or losses incurred because of bodily injury or property damages, and/or personal property damages. I, for my heirs, administrator, personal representatives or assigns, release, discharge and agree not to sue Stable, its owners, agents, staff, employees and others acting on its behalf (including, but not limited to, any visiting clinician, guest instructor or trainer) of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from either ordinary negligence by any of these persons or entities or a violation by any of them of any provision of an Ohio equine activity liability law (except if the injury, loss or damage was caused by Stable's gross negligence, reckless misconduct, or willful and wanton disregard for my safety).

It is my intention to release and hold harmless Stable and the above specified persons and entities related to Stable to the fullest extent allowed under the law.

4. **Indemnification**: I agree to indemnify and hold harmless Stable its owners, agents, staff, employees and others acting on its behalf against all damages sustained or suffered by any persons who are not parties to this Agreement involving any and all injuries or damages that I may cause while riding or near equines on, near or off the Property. The Indemnification shall also include Stable's attorney fees and costs.
5. **Compliance with Rules**: I agree to comply with all instructions of the owners, agents, staff and employees of Stable and to comply with all posted rules.
6. **Helmets/Headgear**: I agree to be fully responsible for my own safety. Stable has advised me that I should buy and wear a properly fitted and secured ASTM-standard/ SEI-certified protective helmet at all times when riding or near equines. I understand that the Stable is not monitoring my compliance with this advice.
7. **Binding Effect**: All of the terms, obligations and conditions of this Agreement shall be binding upon myself and my designees, children and/or legal wards, and any other parent of the named children, legal wards, their heirs, administrators, executors, successors and assigns.
8. **Law/signer's intention/fees**: The Agreement shall in all respects be governed and interpreted in accordance with the laws of the State of Ohio. In the event that one or more of the provisions contained in this Release and Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Liability and Indemnity Agreement. Should I file a lawsuit in breach of this Liability and Indemnity Agreement, I agree to pay the attorney fees and costs incurred by Stable and the other persons and entities described further above, associated with Stable.

[Signature Page Follows]

SIGNER STATEMENT OF AWARENESS

I/We the undersigned have read and do understand this entire Waiver, Release of Liability and indemnity agreement (all pages) and I/we fully agree to all of its terms.

If Contracting Party is over the age of 18:

Signature of Contracting Party: _____

Print Name: _____ Date: _____

If Contracting Party is under the age of 18:

Signature of Parent 1 or Legally Appointed Guardian: _____

Print Name: _____ Date: _____

Signature of Parent 2 or Legally Appointed Guardian i: _____

Print Name: _____ Date: _____

Signature of Stable Representative*: _____ Date: _____

Print Name: _____

* "Stable Representative" is the person who receives the document on behalf of the Stable