

WAIVER OF LIABILITY BASED ON EQUINE ACTIVITY

I, _____ (name), for myself and my heirs, personal representatives, successors and assigns, acknowledge that pursuant to O.R.C. 2305.321 that I am an equine activity participant on the property known as 7087 and 7453 Sadie Thomas Road, Alexandria, Ohio herein after referred to as Arcadia and other property over which I ride relative to my equine activity with Arcadia, _____ (date).

As an equine activity participant I am subject to the inherent risk of an equine activity, meaning 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 in 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) 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 other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

By signing this written waiver, I acknowledge that the equine participant who is the subject of this waiver, as well as the parent, guardian, custodian, or other legal representative of the equine activity participant who is the subject of the waiver 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 tort or other civil action against any and all equine activity sponsors, another equine activity participant including but not limited to Arcadia, David Straub, Susan Straub, Stephen Daulton, The Susan Daulton Appointment Trust, Stephen W. Daulton Appointment Trust, The William F. Daulton Appointment Trust and any third party owners of horses boarded at Arcadia; professionals who provide equine services at Arcadia; and any and all caretakers of my horse while at Arcadia.

This waiver is being signed regardless of whether Arcadia receives anything of value for the care, training and/or board of said horses. This waiver shall apply to all circumstances set forth in O.R.C. 2305.321, including personal injuries, property damage, and other losses which are presently known, as well as those which are unknown but which may develop or be discovered in the future.

The novel corona-virus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge. I have independently evaluated and reviewed the risks of being exposed to or infected with COVID-19 and have determined to participate in equine activities with Arcadia with full knowledge and acceptance of the risk. I understand that I may (or my children may) be exposed to or infected by COVID-19 by participating in equine activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, volunteers, and program participants and their families.

Equine Activity Participant Signature

Print Name

Parent, Guardian, Custodian Representative
Of Equine Activity Participant Signature

Print Name