



Timber Run Farm, LLC Liability Release and Express Assumption of Risk

Timber Run Farm, LLC
5145 Northridge Road
Alexandria, Ohio 43001

This Liability Release and Express Assumption of Risk is made and entered into on the date signed below, by and between Timber Run Farm, LLC, hereinafter designated Equine Professional and _____ hereinafter designated Participant; and if Participant is a minor, Participant's parent or legal guardian _____. In return for the use today, and on all future days, of property, facilities, and services of Equine Professional, the Participant, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. Participant is responsible for full and complete insurance coverage on his horse, personal property and himself. Participant understands it is not the responsibility of the Equine Professional and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents to carry said personal property insurance for Participant.
2. Participant understands there are **INHERENT RISKS** in and around equine activities. There are dangers or conditions that are an integral part of equine activities, including but not limited to: the propensity of an equine to behave in ways that may result in injury or harm or the death of persons around the equine including: bucking, biting, kicking, rearing, shying, falling or stepping on; the unpredictability of an equine's reaction to such things as medications, sounds, sudden movement, unfamiliar objects, persons or other animals; hazards, such as surface and subsurface ground conditions; collisions with other equines or objects; or the potential of another participant to not maintain control over the equine or to not act within the person's ability, and/or act in a negligent manner.
3. **PARTICIPANT EXPRESSLY ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANTS USE OF OR PRESENCE UPON EQUINE PROFESSIONALS PROPERTY AND FACILITIES** including without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
4. Participant agrees to hold Equine Professional and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon Equine Professional's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton gross negligence of the Equine Professional.
5. Participant agrees to waive the protection afforded by any statute or law in any 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 the release.
6. Participant agrees to indemnify and defend Equine Professional against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arises from Participant's use of or presence upon the Equine Professional's property and facilities.
7. Participant agrees to abide by all of Equine Professional's rules and regulations, and Participant is responsible for using protective gear.
8. This Contract is non-assignable and non-transferable and is made and entered into the State of Ohio and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State Law, then that clause is null and void.
9. **WARNING: Under Ohio law, an equine activity sponsor or Equine Professional is not liable for injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**
10. **By signing below, I acknowledge that I have fully read and understand the terms and conditions of this release.**

Equine Professional's Signature

Date

Participant Signature

Or Parent/Guardian Signature

Date

Address: _____

Telephone: _____