

INDIVIDUAL AGREEMENT AND WAIVER OF LIABILITY LESSONS WITH BRUCE MANDEVILLE

WARNING ORC Ann. 2305.321 (2006) Immunity as to equine activity risks

Under the Ohio equine activity liability law mentioned above an equine activity sponsor, equine activity participant, equine professional, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity

It is mutually understood and agreed that the liability release contained in this portion of the agreement shall constitute a waiver of liability beyond the provisions of the Ohio law, ORC Ann. 2305.321 (2006).

"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 that the sport of horseback riding and jumping is inherently dangerous and that serious injury and death can occur. I understand that participation in any lessons or activities with horses involve necessary risks. I agree that if any injury occurs to me or the horse I am in control of, or to any equipment that I may use or send to use, I will make no claim against Bruce Mandeville and his employees, agents, insurers, representatives, heirs, assigns, affiliated persons and others acting on his behalf. I further agree to hold Bruce Mandeville and his employees, agents, insurers, representatives, heirs, assigns, affiliated persons and others acting on his behalf, free and harmless from any liability, claims, suits or damages of whatsoever kind or nature that may be occasioned by the actions or inactions of Bruce Mandeville caused in whole or in part by the ordinary negligence or legal liability of Bruce Mandeville, including but not limited to any challenging exercises Bruce Mandeville requests. I agree to indemnify and hold harmless Bruce Mandeville and his employees, agents, insurers, representatives, heirs, assigns, affiliated persons and others acting on his behalf against all liability, claims, suits and expenses including attorney fees, court or arbitration costs incurred, arising out of any injury to myself or any person or damage to any property caused by me, my horse or attendants regardless of whether or not any disputes result in a concluded trial or concluded arbitration proceeding. The term "damages" means medical expenses, expenses or losses incurred because of bodily injury or property damages, and/or personal property damages.

This waiver and release of liability shall apply at all times, now and in the future, when I am in any lessons conducted by Bruce Mandeville.

I HAVE READ THIS CAREFULLY BEFORE SIGNING

Signature

Date

Printed Name