

Winfield Farm & Forge, LLC



For consideration in the form of participation in horseback riding, horseback riding instruction or supervision, the daily care of horses, and/or other incidental activities related to horses, including but not limited to any other activities which I might engage in, either before, during, or after engaging in said activities (the "Activities") and other valuable consideration, I the undersigned, by my signature below, do hereby voluntarily release, waive, and/or discharge Winfield Farm & Forge, LLC and all parties hereto from any and all claims, obligations and liabilities directly, indirectly, or in any way relating to

- a) my voluntary participation in the Activities;
- b) my presence at the stables;
- c) any and all risks to my personal health and well-being which I will be subjected to by virtue of my participation in the activities;
- d) any other activities of any conceivable kind related directly or indirectly to the Activities.

This Release and Waiver is meant and intended to include all such personal injuries, conscious suffering, emotional distress, property damage and/or other personal claims.

I understand that there is an inherent risk involved in an equine activity. I understand that Ohio's Equine Liability Act, specifically defines the term "inherent risk of an equine activity" to mean 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 movements, 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 I have a right to review this Release and Waiver with whomever I should so choose, including legal counsel, and by my signature, indicate that I have full knowledge of the consequences of my executing this document. Moreover, by my signature below, I expressly acknowledge that I have not been pressured, coerced, or otherwise forced by Winfield Farm & Forge, LLC or any parties hereto to execute this full Release and Waiver, and have the full mental capacity to understand the consequences of my release of said entity from any and all claims that conceivably would relate to my participation at the stables.

I have read and understand this Release and Waiver of my rights to sue, and understand the risks involved in an equine activity.

Date this _____ day of _____, 20____.

Signature of Participant

Signature of Parent/Legal Guardian

Printed name of Participant

Printed name of Parent/Legal Guardian

Date of birth

*** If Participant is less than eighteen (18) years of age then the participant's legal guardian or parent must sign this Release and Waiver in spaces provided before any participation in equine activity may occur.**

Kevin & Sarah Vas
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