

# ACKNOWLEDGMENT, WAIVER, RELEASE, AND EXPRESS ASSUMPTION OF RISK

## RODMAN STABLES, LLC

By signing this agreement, you are giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage. Read this Agreement carefully before signing it. By signing this Agreement you expressly indicate your understanding of and agreement to the terms contained herein.

\_\_\_\_\_ 1. Pursuant to §2305.321 of the Ohio Revised Code, the undersigned (hereinafter referred to as the “equine activity participant” or “participant”), for him or herself, his or her heirs, executors, administrators, and assigns, and, if participant is a minor, on behalf of such minor as parent or guardian, hereby executes this acknowledgement, waiver, release, and express assumption of risk and does hereby waive, release and discharge any claim or cause of action upon which a recovery of damages may be based against Yvonne Rodman-Sopata (owner-operator of Rodman Stables, LLC) and Rodman Stables, LLC, (hereinafter referred to jointly as “equine activity sponsor” or “equine professional”) and Robert Rodman and Nancy Rodman (owners of the real property, also hereinafter referred to as “equine activity sponsor”) arising directly or indirectly out of any equine activity resulting in harm, damages, injury, death, or property damage from any inherent risk of an equine activity, including, but not limited to, any of the following, which the undersigned understands and appreciates are inherent risks in and around equine activity:

\_\_\_\_\_ (a) the propensity of an equine to behave in ways that may result in injury, death, or loss to person on or around the equine; and

\_\_\_\_\_ (b) the unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons or other animals; and

\_\_\_\_\_ (c) hazards, including but not limited to surface or subsurface conditions; and

\_\_\_\_\_ (d) a collision with another equine, another animal, a person or object; and

\_\_\_\_\_ (e) the potential of an equine activity sponsor 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.

\_\_\_\_\_ 2. Further, and beyond the specifications and provisions of the Ohio Revised Code §2305.321, the undersigned equine activity participant for him or herself, his or her heirs, executors, administrators, and assigns, hereby waives any claim or cause of action upon which a

recovery of damages may be based against equine activity sponsor/equine professional for any harm, injury, death, or property damage that may arise as a result of an equine activity, arising from the negligence of the equine activity sponsor or equine professional, whether caused by an inherent risk of an equine activity as described in §2305.321 of the Ohio Revised Code, or otherwise.

\_\_\_\_\_ 3. This acknowledgment, waiver, release, and express assumption of risk is given in consideration of the use of the property, both real and personal, facilities, and services of the equine activity sponsor and equine professional and shall apply as of the date of this instrument until expressly revoked in writing as set forth in §2305.321(C)(3).

\_\_\_\_\_ 4. The equine participant, his or her heirs, assigns, and legal representatives, also further expressly agree to the following:

\_\_\_\_\_ (a) Participant is responsible for full and complete insurance coverage on his or her horse, personal property, and him or herself.

\_\_\_\_\_ (b) Participant expressly ASSUMES RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OF OR PRESENCE UPON EQUINE ACTIVITY SPONSOR AND EQUINE PROFESSIONAL'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risk 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, and those inherent risks set forth in §2305.321 of the Ohio Revised Code as set forth previously in this document.

\_\_\_\_\_ (c) Participant agrees to hold equine activity sponsor and equine professional and all successors, assigns, 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 participants use of or presence upon equine activity sponsor and/or equine professional's property and facilities, including consequential damages, except if the damages are caused by the direct willful and wanton gross negligence of the equine professional.

\_\_\_\_\_ (d) Participant agrees to indemnify and defend equine activity sponsor/equine professional against, and hold harmless from, any all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arise from the participant's use of or presence upon the equine activity sponsor/equine professional's property and facilities.

\_\_\_\_\_ (e) If participant is using participant's horse, the horse shall be free from infection, contagious or transmittable diseases. Equine activity sponsor and equine professional reserve the right to refuse the horse if not in proper health or is deemed dangerous or undesirable. If using

participant's horse, proof of a negative "Coggins test" that has been performed within the last year must be provided by the participant.

\_\_\_\_\_ 4. This contract is non-assignable and non-transferable and is made and entered into in the State of Ohio and shall be enforced and interpreted under the laws of this state. It is intended to be as broad and inclusive as permitted by Ohio law. Should any clause be in conflict with state law, then that clause is null and void but shall have no effect on the remainder of the terms herein.

\_\_\_\_\_ 5. **WARNING: UNDER OHIO LAW, AN EQUINE ACTIVITY SPONSOR/EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.**

**I have read and understand this document and agree to be bound by the terms hereof.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

Participant's age: \_\_\_\_\_

Rodman Stables, LLC

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Yvonne Rodman, its member

If the participant is under age eighteen, then his or her parent or guardian must sign this agreement below.

I am the parent, natural guardian or legal guardian of \_\_\_\_\_. I hereby represent and affirm that I have read the foregoing, that I understand it, and that I have the legal authority to release all claims for injury, death, and property damage arising out of equine activities or otherwise as set forth above. I further consent to the terms of this agreement on behalf of myself and on behalf of the minor and agree to indemnify and hold Rodman Stables, LLC, Yvonne Rodman-Sopata, Robert Rodman, and Nancy Rodman harmless as provided in this agreement and from any loss, liability, damage or cost they may incur because of any defect in or lack of capacity to act on behalf of the minor in executing this agreement.

\_\_\_\_\_  
Parent/Guardian's signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name