

BLUE FLAG EQUESTRIAN LIABILITY RELEASE

I agree to the following Waiver, Agreement and Liability Release (hereinafter "Release") with BLUE FLAG EQUESTRIAN, LLC (hereinafter "BFE"), Equine Activity Participant, as a condition for allowing me, and/or the person identified below (hereinafter "Guest"), to engage in Equine Activity in connection with BFE.

Guest Name: _____

Email: _____

Home Address: _____

Cell Phone: _____ Secondary Phone: _____

Alternate Emergency Contact Info: _____

I am making this Waiver on behalf of the following, who is my child or legal ward:

Name: _____ DOB: ____ / ____ / ____

All parts of this Release shall apply to Guest, and the children/legal wards listed above. This Release will be binding at all times, now and in the future.

IT IS HEREBY AGREED AS FOLLOWS:

1. Guest has requested to enter the premises, land, structures, or facilities where BFE may conduct activities (referred to herein as "The Property"), to be near horses in connection with BFE, regardless of who owns the horse(s), and/or to engage in activity involving horses, whether or not under BFE's supervision.

2. Equine-Related Risks: Equines are unpredictable by nature and all equines, even if they have no known history of hurting people or animals, are powerful and can be dangerous to people and other animals. Persons riding, handling, or being near an equine are exposed to numerous hazards, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons or other animals; hazards such as surface or subsurface conditions; collisions with other equines, animals, or objects; the potential of an Equine Activity Participant to act in a negligent manner that may contribute to injury, death, or loss, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant. Guest understands that inherent risks of equine activities may result in harm, injury, and/or death, and agrees to assume those risks. BFE is not responsible for listing all possible equine-related risks.

3. LIABILITY RELEASE.

Guest agrees to assume full responsibility for any and all death, bodily injuries or damages which may be sustained when engaging in Equine Activity. Guest, for their heirs, administrators, personal representatives or assigns, releases and discharges BFE and any affiliated persons, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or cause of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of death, bodily injury, or damage that may be sustained, or property damage which may occur as a result of being on The Property, and/or engaging in any activity involving horses.

Under the Ohio Equine Activity Liability Act, (Ohio Revised Code Chapter 2305.321) an Equine Professional is not liable for an injury to or the death of a participant in any equine activity resulting from an inherent risk of the equine activity.

It is mutually understood and agreed that the liability release set forth herein shall constitute a waiver of liability beyond the provisions of the Ohio Equine Activity Liability Act. By signing this waiver and release and liability release, Guest agrees not to bring any claim or suit against BFE, any affiliated persons, and others acting on their behalf on the basis of any exception in that law. In particular, not to bring claim or suit against BFE and any affiliated persons, and others acting on their behalf for: (1) faulty tack or equipment; (2) failure to make reasonable and prudent efforts to determine an equine activity participant's ability to safely manage an equine; (3) a dangerous latent condition on, near, or off The Property; or (4) any act or omission that may constitute ordinary negligence by BFE or affiliated persons or entities (except for gross negligence or wanton and willful misconduct).

It is Guest's intention to release and hold harmless BFE and any persons and entities associated with BFE to the fullest extent allowed under the law.

4. INDEMNIFICATION. Guest agrees to indemnify and hold harmless BFE and any officers, directors, employees, agents, representatives, assigns, affiliated persons and others acting on their behalf against all damages sustained or suffered by any persons who are not parties to this Waiver and Release that Guest may cause while this Release is in effect. The indemnification shall also include reimbursement of BFE's attorney fees and costs.

5. HEADGEAR and EQUIPMENT. Guest agrees to be fully responsible for their own safety at all times. BFE suggests that Guest obtain and wear properly fitted and secured ASTM-standard/SEI-certified equestrian protective headgear when riding or near equines. Guest is fully responsible for wearing properly fitted and secured headgear, and it is not BFE's responsibility to provide headgear, check any helmet or strap, or to monitor compliance with this suggestion at any time. Any headgear or equipment provided by BFE will be accepted "as is" and BFE will not be held responsible for damages resulting from failed or faulty headgear or equipment.

6. LAW/BINDING EFFECTS/FEES. Ohio law governs this Waiver, Waiver and Release, and Liability Release. This document will be enforced to the greatest permitted by Ohio law. If any clause should conflict with Ohio law, only that clause will be null and void but the remainder will stay in full force and effect. Should Guest file a lawsuit in breach of this Waiver, Waiver and Release, and Liability Release, Guest agrees to pay the attorney fees and costs incurred by BFE and other persons and entities, described above, who are directly or indirectly associated with BFE.

I HAVE READ THIS ENTIRE WAIVER, WAIVER AND RELEASE, AND LIABILITY RELEASE (ALL PAGES), AND I FULLY UNDERSTAND IT.

Guest Signature: _____

Date: ____/____/____

Printed Name: _____