

## WAIVER, RELEASE and INDEMNITY AGREEMENT

I, \_\_\_\_\_, living at \_\_\_\_\_ agree to the following with NICKAJACK FARMS, LTD., an Ohio limited liability company (referred to as "Stable"), as a condition for its allowing me and the persons below to enter Stable's premises and surrounding land (referred to as "Stable Property"), be near horses or ponies ("equines"), and/or ride equine. (These activities will be referred to as "The Activities.") I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. \_\_\_\_\_ AGE: \_\_\_\_\_ 2. \_\_\_\_\_ AGE: \_\_\_\_\_  
Child's Date of Birth: \_\_\_\_\_ Child's Date of Birth: \_\_\_\_\_

### IT IS HEREBY AGREED AS FOLLOWS:

1. We have requested to engage in any or all of The Activities.

2. *Consideration/Binding Effect.* We are voluntarily signing this Agreement in exchange for being allowed to engage in The Activities on or near Stable Property. This Agreement is valid and binding at all times, now and in the future, when Stable permits us (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

3. *Inherent Risks of Equine Activities.* We understand that anyone riding, petting, handling, or even near an equine can suffer bodily injuries and even death because equines are unpredictable by nature. Equines are known to kick, buck, rear up, spin around, strike, and bite, even if they have no history of such behavior and can do so without warning. We also understand that all equines are powerful and have the potential to be dangerous. We understand that there are many inherent risks associated with riding or being near equines. **We understand these risks and dangers are inherent in equine activities and we agree to assume all of them.**

4. **WAIVER AND LIABILITY RELEASE.** We agree to assume full responsibility for any and all bodily injuries, losses, or damages which we may sustain at any time when engaging in these and other activities. We, for ourselves and for our heirs, personal representatives or assigns, release, discharge, and agree not to sue Nickajack Farms, Ltd., Joseph A. Sebolt, Debra A. Sebolt, and their respective employees, agents, representatives, and heirs of and from any and all claims, damages, omissions, suits, or (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated) resulting from either ordinary negligence by any of these persons or entities or a violation by any of them of any provision of an Ohio equine activity liability law.

5. **INDEMNIFICATION.** We also agree to indemnify and hold harmless Nickajack Farms, Ltd., Joseph A. Sebolt, Debra A. Sebolt, and their respective employees, agents, representatives, and heirs against all damages sustained or suffered by any persons who are not parties to this Agreement involving any and all injuries or damages whatsoever that we may cause, directly or indirectly, while engaging in any or all of The Activities at any time and at any location. Such indemnification shall include reimbursement of Stable's reasonable attorney fees.

### 6. ALSO, WE REPRESENT THAT THE PERSON SIGNING BELOW:

- IS AT OR OVER 18 YEARS OF AGE;
- IS OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;
- HAS READ THIS ENTIRE WAIVER, RELEASE AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDS IT;
- INTENDS FOR THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND
- HAS PROVIDED TRUE AND ACCURATE INFORMATION IN THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT.

Signature of Parent

or Legally-Appointed Guardian [If Under 18]: \_\_\_\_\_ Date: \_\_\_\_\_

PHONE: [Home] \_\_\_\_\_ [E-mail] \_\_\_\_\_