

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

I (PRINT NAME HERE) _____ (hereafter, "Participant", which term includes Participant's parent or legally-appointed Guardian, if a minor), **STUDENT ID # _____**, freely and voluntarily seek to participate in any or all programs, events and/or activities sanctioned, produced, or sponsored by The University of Findlay that include educational and training programs, youth programs, clinics and/or competitions at any time and at any location. These activities, programs, and events will hereafter be referred as "the Activities," and The University of Findlay, together with its instructors, agents or employees.

In consideration of The University of Findlay allowing Participant to participate in the Activities, now and in the future, Participant agrees as follows:

- 1. **Acknowledgement of Inherent Risks of Equine and Other Animal Activities/Assumption of Risks.** Participant acknowledges that there are numerous inherent risks of equine and other animal activities, whether preparing for, entering, attending, participating in, or leaving the event. The inherent risks include those dangers and conditions which are an integral part of equine and other animal activities, including, but not *limited* to: (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of an equine or other animal's reactions to such things as sounds, sudden movements and unfamiliar objects persons or animals; (c) certain hazards as surface or subsurface conditions; (d) collisions with other animals or objects, (e) the potential of a participant or other Participant to act in a negligent manner that may contribute to injury to the participant, Participant, or others, such as failing to maintain control over the equine or other animal or not acting within his or her ability, (f) the breakage or failure of tack or other equipment; (g) the potential that an equine or animal may cause injury or harm to the rider or other persons or animals in the vicinity and (h) the potential for contracting zoonotic diseases from working with and being in contact with animals not limited to but including Cryptosporidium, Ringworm, and Sore mouth. Participant is not relying on The University of Findlay to list within this document all possible inherent risks or all risks of participating in any of the Activities at any location.
- 2. **Waiver and Release of Liability.** With full knowledge and appreciate of these and other inherent risks associated with equine and other animal activities and the Activities, Participant freely and voluntarily assumes the risks of the equine and other animal activities involved in any aspect of them. In this connection, Participants also voluntarily agrees to waive any and all rights to sue and hereby release The University of Findlay from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risk of the Event, or resulting from any action or inaction by The University of Findlay. This waiver and release is effective even if the injury, death, or damage to person or property is caused by, contributed to by, actions or failure to act of The University of Findlay and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine or other animal activity liabilities. Neither Participant or Participant's representative shall make any claim against, maintain an action against, or recover for The University of Findlay or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the Participant, to the Participant's horse, or to the Participant's personal property (regardless of ordinary negligence by The University of Findlay or regardless of an alleged violation of an applicable equine activity liability law).
- 3. **Equine Liability Act.** These Activities are taking place in a state with an equine activity liability law, Participant acknowledges reading the applicable state warnings and/or provisions set forth below and on the back of this page.

Ohio

Ohio Statement of Inherent Risks: 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 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. 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 OTHERS, INCLUDING BUT NOT LIMITED TO, FAILING TO MAINTAIN CONTROL OVER AN EQUINE OR FAILING TO ACT WITHIN THE ABILITY OF THE PARTICIPANT.
4. **Miscellaneous.** This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable law, only that clause will be void but the remainder shall stay in full force and effect.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT IT IS RELEASE OF CLAIMS AND THAT I AM ASSUMING RISKS INHERENT TO MY PARTICIPATION AND I AGREE TO BE FULLY BOUND BY ITS TERMS.

Signature of Participant: _____

Date: _____

Print Name of Participant

Date of Birth (If Participant is Under 18)

IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

Print Name of Parent or Legally-Appointed Guardian

Signature of Parent or Legally-Appointed Guardian

Date

Full Address of Participant and Parent or Guardian Appointed by Law
(Revised 9/10)