

Brassline Stables, LLC

AUTHORIZATION AND WAIVER/RELEASE

I/we understand and recognize that there is always an inherent risk of bodily injury and harm associated with working around, riding, and/or merely being a spectator observing horses, and that Ohio has enacted a law which provides Brassline Stables, LLC, its members, officers, agents and employees (collectively, "Brassline") immunity from liability for injuries arising from equine activities under certain circumstances, R.C.2305.321.

"Inherent risks of equine activities" includes those dangers or conditions which are an integral part of equine activities, including, *but not limited to*:

- (a) The propensity of an equine to behave in ways that may result in injury, death, or loss to person(s) on or around the equine;
- (b) The unpredictability of an equine's reaction to sounds, sudden movement, 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; and,
- (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.

By way of example and not by limitation, additional risks associated with equine activities include the failure or breaking of tack, being mounted on a horse which proves to be ill-matched to a rider's ability, falling or being thrown from a horse, being kicked or bitten by a horse, being stepped on or run into by a horse, striking a protruding or overhanging object while mounted, or being dragged as a result of the rider's foot slipping through a stirrup and becoming lodged.

I/we further understand that no warranties or representations of any kind have been made by Brassline or its respective members, employees, agents, officers, contractors, successors or assigns, regarding the disposition, temperament, training, or health of the horses boarded at Brassline Stables, generally, or the Brassline-managed barns.

____ I/we further understand that my/our child, _____, ("my/our child") will be riding and controlling a horse by *his/herself* (i.e., not led on a lead rope), and may be riding in an arena, riding ring, and/or along a road, in a field or in a forest on a trail ride or

s/he may be in a stall, aisle, washrack, or elsewhere unmounted but in the proximity of horses and equine activities. *(Initial if applicable.)*

____ I further understand that I will be riding and controlling a horse by *myself* (i.e., not led on a lead rope), and may be riding in a riding ring, an arena, and/or along a road, in a field or in a forest on a trail ride or I may be in a stall, aisle, washrack, or elsewhere unmounted but in the proximity of horses and equine activities. *(Initial if applicable.)*

I/we understand that, for a rider's or other person's own safety, Brassline requires that anyone riding, or when around horses, wear an ASTM standards compliant and SEI certified horseback riding headgear and further, that Brassline strongly recommends the use of horseback riding shoes or boots with at least 1 inch heels when riding.

____ I/we are unaware of any physical or mental condition which would prevent ____my/our child ____ me from engaging safely in any activity associated with horses. *(Initial as applicable.)*

This Authorization and Waiver/Release is governed by the laws of the State of Ohio and is intended to be as broad and inclusive as is permitted by that law. If any provision is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

[For minor child]

____ With knowledge of the foregoing, I/we knowingly and willingly give my/our unqualified permission and consent, individually and on behalf of my/our child, as his/her parent/residential parent and/or legal guardian, to participate in equestrian activities at Brassline Stables; and, further, we knowingly and willingly assume all risk of bodily injury and harm, death or loss to my/our child, and myself/ourselves, arising from those risks inherent to equine activities, the negligence of Brassline, its members, employees, agents, officers, contractors, successors and assigns (collectively, the "Brassline Parties"), and all other risks (including but not limited to damage, loss, injury or death due to or caused by any person(s), horses, dogs, cats, rodents, birds, wildlife, livestock, the condition of the premises, and/or motor vehicles, machinery, and equipment thereon), in exchange for my/our child being permitted to work with, around, exercise, visit, groom and/or ride horses at Brassline's premises. I/we further agree to defend, hold harmless and indemnify the Brassline Parties from any and all liability or responsibility for, and further release the Brassline parties from, and covenant not to sue the Brassline Parties for, any liability or responsibility for: (a) accident, damage, death, injury or illness to my/our child, (b) damage to his/her and/or my/our personal property or livestock, and (c) accident, damage, death, injury or illness to me/us, the undersigned, while on the premises of, or visiting, Brassline or elsewhere, except that this waiver of liability does not apply to any acts of intentional or willful misconduct of the Brassline Parties. *(Initial if applicable.)*

[For adult]

With knowledge of the foregoing, I knowingly and willingly assume all risk of bodily injury and harm, death or loss to me, arising from those risks inherent to equine activities, the negligence of the Brassline Parties and all other risks (including but not limited to damage, loss, injury or death due to or caused by any person(s), horses, dogs, cats, rodents, birds, wildlife, livestock, the condition of the premises, and/or motor vehicles, machinery, and equipment thereon), in exchange for my being permitted to work with, around, exercise, visit, groom and/or ride horses at Brassline's premises. I further agree to defend, hold harmless and indemnify the Brassline Parties from any and all liability and responsibility for, and further release the Brassline Parties from, and covenant not to sue the Brassline Parties for, any liability or responsibility for: (a) accident, damage, death, injury or illness to me, (b) damage to my personal property or livestock, and (c) accident, damage, death, injury or illness to me, the undersigned, while on the premises of, or visiting, Brassline, or elsewhere, except that this waiver of liability does not apply to any acts of intentional or willful misconduct of the Brassline Parties. *(Initial if applicable.)*

In addition, I further acknowledge that Brassline prohibits anyone from coming upon Brassline's premises when under the influence of alcohol or controlled substances and that Brassline prohibits anyone from bringing firearms or weapons of any kind upon Brassline's premises at 195 Cackler Rd. Streetsboro, OH 44241.

In the event of injury, I/we give my/our permission to Brassline or its members, officers, employees, contractors or agents to call, in their discretion, the police, fire/rescue, or emergency medical services and to transport ___ me and ___ my/our child to any hospital, clinical, or medical center. *(Initial as applicable.)* I/we further authorize emergency medical treatment for me and for my/our child and accept financial responsibility for such emergency care and treatment. *[The Emergency Medical Authorization, attached as Exhibit "A" is required to be signed for any minor child.]*

This Authorization and Waiver/Release shall be binding on my/our heirs, successors, assigns, administrators, executors, agents, employees, representatives, attorneys, and insurers.

I/we warrant and represent that I/we have read the foregoing, and have been given a copy of this Authorization and Waiver/Release. I/we further represent that I/we have the legal authority to sign this Authorization and Waiver/Release on behalf of my/our child.

(signature page follows)

SIGNATURE of Adult Participant

Name **and Age** of Child (If Under
Eighteen (18) Years of Age, Parent, Residential Parent
or Legal Guardian Should Complete Remainder
of Form) _____

Signature (*Parent, Residential Parent or Legal Guardian*)

PRINT Name

PRINT Address

PRINT Telephone Number(s)

Name of **alternative emergency contact
person** in the event Parent/Legal Guardian cannot
be reached:

Telephone Number: (_____) _____ - _____

Date

Received on behalf of Brassline Stables, LLC

By: _____

Title: _____

Date: _____