



# Dancing Horse Farm

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*A premium care equine facility dedicated to providing an environment of safety, health, happiness, and education for human and horse.*

*"Dare to Dream"*

## **RELEASE AND HOLD HARMLESS AGREEMENT FOR BOARDERS, VISITORS, GUESTS AND INVITEES OF DANCING HORSE FARM, INC.**

This RELEASE of LIABILITY is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between Leonard F. Truett, III, Jennifer S. Truett, and Dancing Horse Farm, Inc., hereinafter designated MANAGER and \_\_\_\_\_ hereinafter designated GUEST, and if Guest is a minor, Guest's parent or guardian, \_\_\_\_\_.

In return for the use, today and on all future dates of the services of the Manager, the Guest, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Guest to carry full and complete insurance coverage on his horse, personal property and himself.
2. Guest agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE GUEST'S USE OF MANAGER'S SERVICES AND/OR PROPERTY AND FACILITIES including, but not limited to, the risks 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, or the negligence or deliberate act of another person.
3. Guest agrees to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release 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, cost or expenses arising out of Guest's use of Manager's services and/or property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
4. Guest agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Guest agrees to hold them harmless from and indemnify and defend Manager against any and all claims, causes of action, damages, judgments, costs or expenses. These expenses include attorney's fees, which in any way arise from the Guest's use of the Manager's services and/or property and facilities.
6. Guest agrees to abide by all of Manager's rules and regulations.
7. If Guest is using his own horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if proper health papers and Negative Coggins' papers are not provided or the horse is deemed dangerous or undesirable.
8. 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. Should any clause be in conflict with State Law, then that clause will be interpreted as closely as possible without conflicting with the statute. When the Manager, Guest and Guest's parent or guardian, if Guest is a minor, sign this contract, it will then be binding on all listed parties, subject to the above terms and conditions.

Further, Guest hereby acknowledges and understands that under Ohio Revised Code Section 2305.321, et al. and specifically Section (B) (1) thereof provides that an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity. Further, an equine activity participant or the personal representative of an equine activity participant does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, a veterinarian, a farrier, or another person for harm that the equine activity participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity.

Guest further acknowledges that the following are inherent risks of an equine activity and that the following are some of the subject of this waiver of tort or other civil liability:

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
2. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Hazards, including, but not limited to, surface or subsurface conditions;
4. A collision with another equine, another animal, a person, or an object;
5. 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.

Guest further represents to Manager that this agreement is being made voluntarily and further that if this agreement is on behalf of a Guest who is under the age of eighteen years that the undersigned is the Guest's parent or legal guardian. Guest agrees to conduct him/herself lawfully and with cautious prudence while working with Manager's staff and/or while on Manager's property. Guest further acknowledges and understands that this agreement shall remain valid until it is revoked in writing by the Guest.

Guest also acknowledges and understands that Manager may provide a horse and equipment for Guest's use. If so, Guest hereby accepts any such horse and/or equipment "as is" and with all faults. In addition, Guest acknowledges and understands that Guest may be riding horses off of Manager's property and that Manager shall not be responsible for conditions off of Manager's property.

Finally, in consideration hereof, the Guest hereby releases, holds harmless and will indemnify Dancing Horse Farm, Inc. and those persons with an interest in Dancing Horse Farm, Inc., specifically, Leonard F. Truett, III and Jennifer S. Truett from any and all liability or responsibility for any accidents, damages, injuries, illnesses, lawsuits or causes of actions incurred by Guest or any horses owned by Guest, and that the benefits of the releases and agreements set forth above in favor of Dancing Horse Farm, Inc., shall also run to the benefit of and shall apply to Leonard F. Truett, III and Jennifer S. Truett. Executed at Lebanon, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Guest's Signature

\_\_\_\_\_  
Guest's Printed Name

\_\_\_\_\_  
Guest's Address and Phone Number

If signature is of parent or legal guardian of a Guest under the age of eighteen years, name of Guest: \_\_\_\_\_.

By: \_\_\_\_\_  
Jennifer S. Truett, President  
Dancing Horse Farm, Inc.