



# Have Fun Acres, Inc.

6846 Morrow-Cozaddale Road  
Morrow, Ohio 45152

## Release Of Liability

This **RELEASE OF LIABILITY** is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, by and between **HAVE FUN ACRES**; hereinafter designated "**HFA**", its **EMPLOYEERS**, hereinafter designated "**INSTRUCTOR**", and \_\_\_\_\_, hereinafter designated **RIDER**, and if the rider is a minor, by \_\_\_\_\_, Rider's parents or legal guardian. In return for the use today, and on all future days, of property, facilities, and services of HFA and the Instructor, the Rider, his heirs, assigns, and legal representatives, herby expressly agree to the following:

1. Rider is responsible for full and complete insurance coverage on his horse, personal property, and himself.
2. Rider is understood that there are inherent risks involved in an equine activity, 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 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 the equine or failing to act within the ability of the participant.
3. RIDER AGREED TO ASSUME ANY AND ALL SUCH RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OR PRESENCE UPON HFA'S AND INSTRUCTOR'S PROPERTY AND FACILITIES, including but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collision with vehicles, horses or stationary objects, fire, explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
4. Rider agrees to hold HFA and the Instructor and all successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable and releases 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, costs or expenses arising out of Rider's use of or presence upon HFA's and Instructor's property and facilities, including but not limited to, those bases upon death, bodily injury, property damage, including consequential damages, except if such damages are caused by the direct, willful and wanton gross negligence of HFA and the Instructor.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code 1542) 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.
6. Rider agrees to indemnify and defend HFA and Instructor against, and hold harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from Rider's use of or presence upon HFA's and the Instructor's property and facilities.
7. Rider agrees to abide by all the rules and regulations of HFA and its Instructors
8. If Rider is using Rider's horse, the horse shall be free from infection, contagious and transmittable diseases. HFA and instructor reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
9. This contract is non-assignable and nontransferable and is made and entered into in the State of Ohio, and shall be enforced and interpreted under the laws of this state. Should be clause be in conflict with State Law, then the clause is null and void. When the Instructor, acting under authority of HFA, and Rider(or Rider's parents or guardian if Rider is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

\_\_\_\_\_  
*Debbie Beck / Have Fun Acres*  
Instructor

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Rider

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Phone #

