

WAIVER, AGREEMENT AND LIABILITY RELEASE

CAUTION: READ CAREFULLY BEFORE SIGNING

I agree to the following Waiver, Agreement, and Liability Release with Happy Trails Farm Animal Sanctuary, Inc., (referred to herein as "Happy Trails"), as a condition for its allowing me, and the other persons identified below, to do any of the following: enter any premises or facility where Happy Trails may conduct activities (referred to herein as "The Property"), be near horses in connection with any Happy Trails activity (regardless of who owns the horses) and/or engage in any other activity involving horses. I am making this Agreement regardless of whether these activities take place under the supervision of Happy Trails.

CONTRACTING PERSON(S):

NAME _____ PHONE (home) _____

ADDRESS _____ PHONE (work or cell) _____

NAME _____ PHONE (home) _____

ADDRESS _____ PHONE (work or cell) _____

NAME _____ PHONE (home) _____

ADDRESS _____ PHONE (work or cell) _____

I also make this agreement on behalf of the following, who are my children or legal wards:

1. _____ DATE OF BIRTH: _____ 2. _____ DATE OF BIRTH: _____

All parts of the Waiver, Agreement, and Liability Release shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves "I," "me," or "my" throughout this agreement.) This Waiver, Agreement, and Liability Release will be binding at all times, now and in the future, even after my relationship with Happy Trails should end.

IT IS HEREBY AGREED AS FOLLOWS"

1. I have requested to enter the premises, land, structures, or facilities where Happy Trails may conduct any activities (referred to herein as "The Property"), to be near horses in connection with any Happy Trails activities (regardless of who owns the horses), and/or to engage in any other activity involving horses, whether or not under Happy Trail's supervision.
2. Equine-Related Risks: I understand that anyone riding, handling, or even near a horse (referred to as "equine") can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, back up quickly, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no known history of hurting people or animals, are powerful and can be dangerous to people, and other animals.

Further, I understand that riding, handling, or being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons or other animals; certain hazards such as surface or subsurface conditions on, near, or off of The Property; and/or collisions with other equines, animals, or objects. I understand these risks and dangers inherent in equine activities, and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others. I am not relying on Happy Trails to list all possible equine-related risks for me.

3. LIABILITY RELEASE: As consideration for being to enter The Property, to be near equines in connection with any Happy Trails activities (regardless of who owns the equines), and/or to engage in any other activity involving horses/equines, whether or not under Happy Trail's supervision, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities. The term "damages," means, for example, medical expenses, losses incurred because because of bodily injuries or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge Happy Trails, and its officers, directors, employees, agents, representatives, assigns, affiliated persons, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same by known or unknown, anticipated omissions, suits, or causes of action

(present and future), whether the same by known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of being on The Property, handling horses, being near horses, and/or engaging in any other activity involving horses, whether or not under Happy Trails supervision (except if such injury or damage is caused by Happy Trail's gross negligence or wanton willful misconduct).

WARNING

Under the Ohio Equine Activity Liability Act, (Ohio Revised Code Chapter 2305.321) an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting form an inherent risk of the equine activity.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE LIABILITY RELEASE SET FORTH HEREIN SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE OHIO EQUINE ACTIVITY LIABILITY ACT. BY SIGNING THIS AGREEMENT AND LIABILITY RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST HAPPY TRAILS, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ASSIGNS, AFFILIATED PERSONS, AND OTHERS ACTING ON THEIR BEHALF ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT AGAINST HAPPY TRAILS, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ASSIGNS, AFFILIATED PERSONS, AND OTHERS ACTING ON THEIR BEHALF FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION ON, NEAR, OR OFF THE PROPERTY; OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY HAPPY TRAILS OR AFFILIATED PERSONS OR ENTITIES (EXCEPT FOR GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).

It is my intention to release and hold harmless Happy Trails and the above-described persons and entities associated with Happy Trails to the fullest extent allowed under the law.

4. INDEMNIFICATION. I also agree to indemnify and hold harmless Happy Trails and its officers, directors, employees, agents, representatives, assigns, affiliated persons and others acting on their behalf against all damages sustained or suffered by any persons who are not parties to this Agreement that I may cause while this Waiver, Release of Liability and Indemnity Agreement is in effect. The indemnification shall also include reimbursement of Happy Trail's attorney fees and costs.

5. Helmets/Headgear. I agree to be fully responsible for my own safety at all times. Happy Trails has suggested that I buy and wear properly fitter and secured ASTM-standard/SEI-certified equestrian protective headgear when riding or near equines. I am not relying on Happy Trails to provide a certified helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time.

6. Law/Binding Effect/Fees. Ohio law governs this Waiver, Agreement, and Liability Release. I agree that this document will be enforced to the greatest extent permitted by Ohio law. If any clause should conflict with Ohio law, only that clause will be null and void but the remainder will stay in full force and effect. Should I file a lawsuit in breach of this Waiver, Agreement, and Liability Release, I agree to pay the attorney fees and costs incurred by Happy Trails and the other persons and entities, described above, who are directly or indirectly associated with Happy Trails.

I HAVE READ THIS ENTIRE WAIVER, AGREEMENT, AND LIABILITY RELEASE (BOTH PAGES), AND I FULLY UNDERSTAND IT

Signature of Contracting Party: _____ Date: _____

Print Name: _____

Signature of Contracting Party: _____ Date: _____

Print Name: _____

Signature of Contracting Party: _____ Date: _____

Print Name: _____

Signature of Authorized Agent for Happy Trails: _____ Date: _____