

**EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND
INDEMNITY AGREEMENT
(Minor Child)**

This Express Assumption of Risk, Release of Liability and Waiver of Claims (the "Agreement") is entered into by the undersigned, as individuals and as the parents and/or guardians of the minor child, _____, of _____ (the "Minor Child"), in favor of Otterbein College, its agents, employees, and the owners of horses used in the Otterbein College Equine Science Program, whether in riding lessons, leases, laboratory sessions, competitions or any other Equine Activity as well as the owners of the Otterbein College Equine Facility and the owners of any other locations or facilities hosting Equine Activities sponsored by Otterbein College (the "Released Parties"). In consideration for the Minor Child being permitted to participate in Equine Activities, including, but not limited to grooming, tacking and untacking, leading, longeing, riding, driving, participating in instruction and/or competitions, observing or assisting with veterinary or other procedures, conducting foal watch duties, conducting assigned exercises for coursework and otherwise handling equines, we acknowledge and agree as follows:

- 1) **Dangerous Activity:** We acknowledge that horses and ponies can be unpredictable animals and fully realize that there are dangers and risks inherent in 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 persons on or around the equine;
 - b) The unpredictability of an equine's reactions 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.

We understand that neither the actions of the Minor Child nor the actions of any other person or animal can necessarily be controlled, and that the Minor Child's safety and that of our and the Minor Child's property cannot be guaranteed while participating in Equine Activities. We have discussed these risks with the Minor Child who understands them to the extent possible given his/her age and abilities, and who wishes to participate in Equine Activities despite the risks.

- 2) **Assumption of Risks:** Understanding the risks involved, we voluntarily choose to allow the Minor Child to participate in Equine Activities and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE UNINTENTIONAL NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. We accept full and complete responsibility for the safety of the Minor Child, ourselves, any guests or observers who may accompany us or the Minor Child to the Otterbein College Equine Facility or to competitions in connection with the Otterbein College riding teams or other Equine Activities sponsored by Otterbein College, and assume responsibility for the safety of our personal property.

- 3) Release and Waiver of Claims:** On behalf of the Minor Child, ourselves, our and the Minor Child's heirs, successors in interest, personal representatives and assigns, WE HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITY, IN LAW OR IN EQUITY, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY DAMAGE OR LOSS, OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY THE MINOR CHILD, OURSELVES OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF THE MINOR CHILD'S PARTICIPATION IN EQUINE ACTIVITIES OR BY THE MINOR CHILD'S PRESENCE AT THE OTTERBEIN COLLEGE STABLES OR AT EVENTS IN CONNECTION WITH THE OTTERBEIN COLLEGE RIDING TEAMS OR OTHER EQUINE ACTIVITIES SPONSORED BY OTTERBEIN COLLEGE, WHETHER CAUSED BY THE UNINTENTIONAL NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this section shall be deemed to release a Released Party from liability arising from that Released Party's own willful injury or intentionally caused harm.
- 4) Promise Not to Bring Suit:** We hereby agree and promise that we will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either on our own behalf, or on behalf of the Minor Child or any other person, for any loss or damage arising or resulting directly or indirectly from the Minor Child's participation in Equine Activities, whether at the Otterbein College Equine Facility or elsewhere, or from our or the Minor Child's presence at the Otterbein College Equine Facility. This promise shall survive any expiration or revocation of this Agreement, and shall survive our and the Minor Child's death or disability and shall be binding upon our heirs, successors in interest, guardians, legal representatives and assigns.
- 5) Ohio Equine Activity Statute:** We understand that Title XXIII, Chapter 2305.321, Section (B)(1) of the Ohio Revised Code provides in part, that, "...An equine activity sponsor, equine activity participant, equine professional, ...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. ...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, ...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."

We understand and admit that for the purposes of determining applicability of the Ohio Equine Activity Statute the Minor Child is an "Equine Activity Participant" while participating in or watching Equine Activities at the Otterbein College Equine Facility, participating in or watching Equine Activities sponsored by Otterbein College at other locations and/or while attending or

participating in events in connection with the Otterbein College riding teams and that the terms of the Ohio Equine Activity Statute apply to the Minor Child as such.

- 6) **Full Understanding:** We hereby warrant that:
- a) WE HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT OF OUR OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON; and
 - b) WE UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT WE ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. WE UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE.
- 7) **Choice of Law, Jurisdiction:** The terms of this Agreement shall be governed by and interpreted according to the law of the State of Ohio, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. This shall be the case regardless of whether any Equine Activity in which the Minor Child participates takes place in Ohio or at a location outside of Ohio.
- 8) **Severability:** We agree that this document is intended to be as broad and inclusive as is permitted by Ohio law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY. I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW IS ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

By: _____
Father

Date: _____

Print Name: _____

By: _____
Mother

Date: _____

Print Name: _____