WAIVER, RELEASE AND INDEMNITY AGREEMENT

I, the undersigned, acknowledge the inherent risks involved when engaging in any equine activity with MIAMI VALLEY EQUESTRIAN ASSOCIATION CENTER (the "Organization"). Accordingly, as consideration in exchange for being allowed to participate in any equine activities and/or other activities sponsored by or hosted by the Organization, I agree to the following:

1. I acknowledge and fully understand that I will be engaging in activities that involve inherent risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury, including death, which may occur in connection with my participation in activities hosted by or sponsored by the Organization.

2. I hereby forever release, waive, discharge, and agree not to sue Miami Valley Equestrian Association, the operator of the Organization or the owner of the Organization, Green County Parks, United States and local Pony Clubs, any affiliated companies, and all of its respective agents, affiliates, clinicians, independent contractors, associates, officers, directors, owners, employees and volunteers (collectively "Releasees") from demands, losses or damages on account of any bodily injury, illness or death, to any person or equine or property damage, caused or alleged to be caused in whole or in part by the inherent risks of an equine activity, or by any other activities sponsored or hosted by the Organization. Inherent risks include, but are not limited to:

   (a) the propensity of an equine to behave in ways that may result in injury, death, or loss to persons or other equines 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.

   I also agree to indemnify Releasees from any and all third-party claims caused in whole or in part by my actions.

3. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the State of Ohio, and as specifically stated pursuant to Ohio Revised Code 2305.321, and any and all other applicable statutes, regulations, laws and ordinances. Any provision or portion of this Waiver, Release and Indemnity Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provisions or portion thereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein.

The foregoing release is given for the purpose, among other things, of providing a waiver under Section 2305.321(C) of the Ohio Revised Code. The term "equine activity" is defined in Section 2305.321 to include, among other things, the activities with the Organization.

I have read, understand and agree to be bound by this Waiver, Release and Indemnity Agreement which I am executing this _____ day of _____, 20 , and ACKNOWLEDGE THAT I HAVE READ THE WARNING BELOW:

WARNING

Under Ohio law, and specifically, under **Ohio Revised Code 2305.321** an equine activity sponsor or equine professional is not liable for an injury to, or death of, a participant in equine activities resulting from the inherent risks of equine activities.

_____	_____	_____
Name (Printed)	Date	Signature

PARENTAL CONSENT
(for participants under the age of 18)

I, the undersigned parent or legal guardian of the child listed below, have read the above Waiver, Release and Indemnity Agreement and agree to its terms on behalf of my child and myself. I understand that by signing below I am giving up substantial rights on behalf of my child and myself.

_____	_____	_____	_____	_____
Child's Name (Printed)	Child's Age	Signature of Legal Guardian	Date	Emergency Phone