

Smoke Rise Ranch Resort

Child's Name _____
Age ____ beginner intermediate advanced
Riding Level beginner intermediate advanced

PART I.

I _____ RESIDE AT
Name or Legal Guardian's Name of minor child
_____ IN _____,

ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN,
SPOUSE, AND ASSIGNS, I HEARBY:

1. ACKNOWLEDGE THAT **HORSEBACK RIDING INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, BECAUSE OF THE UNPREDICABLE AND IRRATIONAL BEHAVIOR OF HORSES, REGARDLESS OF THEIR TRAINING AND PAST PERFORMANCE.
2. **VOLUNTARILY** ASSUME THE RISK AND DANGER OF INJURY OR DEATH INHERENT IN THE USE OF HORSES, EQUIPMENT AND GEAR PROVIDED TO ME BY: **SMOKE RISE RANCH RESORT**.
3. AGREE TO AND DO **RELEASE, DISCHARGE AND AGREE NOT TO SUE SMOKE RISE RANCH RESORT** DOING BUSINESS UNDER THEIR NAME OR ANY OTHER ON ANY CLAIM AND/OR **NEGLIGENCE** OF ANY KIND INCLUDING ANY CLAIMS BASED ON SOLE NEGLIGENCE OF **SMOKE RISE RANCH RESORT** AND/OR ITS EMPLOYEES OR AGENTS.
4. AGREE TO AND PROMISE TO HOLD **SMOKE RISE RANCH RESORT** AND ITS EMPLOYEES AND AGENTS **HARMLESS AND TO FULLY INDEMNIFY** THEM FROM AND AGAINST ANY CLAIM, JUDGEMENT OR EXPENSE THAT MAY INCUR ARISING OUT OF OR IN ANY WAY CONNECTED WITH EITHER MY USE OF THE HORSE, THE FACILITIES, GROUNDS AND/OR ANY EQUIPMENT PROVIDED THERE WITH OR ANY ACTS OR OMISSIONS OF WRANGLERS OR OTHER EMPLOYEES OR AGENTS.
5. AGREE TO ABIDE BY AND FOLLOW ANY INSTRUCTIONS GIVEN OR RULES THAT ARE ESTABLISHED BY **SMOKE RISE RANCH RESORT** OR ANY OF ITS WRANGLERS OR EMPLOYEES WITH REGARD TO MY USE OF THE HORSE, FACILITIES, GROUNDS AND/OR ANY EQUIPMENT OR GEAR PROVIDED.
6. REALIZE THAT **HEADGEAR** IS MADE AVAILABLE FOR MY USE FREE OF CHARGE AND IS **HIGHLY RECOMMENDED** BY SMOKE RISE RANCH RESORT AND STAFF. IF I CHOOSE **NOT TO USE AVAILABLE HEADGEAR IT IS UNDERSTOOD I DO SO AT MY OWN RISK!**
7. AGREE TO NOTIFY WRANGLER IMMEDIATELY IF I BECOME NERVOUS, SCARED OR FEEL I CANNOT HANDLE MY HORSE.

PART II

RELEASE AND WAIVER OF RIGHT TO SUE OR COLLECT DAMAGES

Ohio Revised Code Section 2305.321 (C) (2) (a) – Immunity as to equine activity risks
Assumptions of All Risks

Please Read Carefully

1. As an enrollee and participant in the activities at SMOKE RISE RANCH RESORT you are advised you are releasing and waiving your right to sue or recover and collect money for any damage or loss you might sustain as a participant or enrollee in equine related activities. If these conditions are not acceptable to you, you may receive a full refund and decline to participate. Under Ohio Revised Code Section 2305.321, an equine activity sponsor, participant or equine activity professional, ***is not liable*** in a civil action for damages, for any of the risks associated with the activity, including, but not limited to the following: 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 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, or 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.

Continuation PART II

(A complete copy of this statute has been made available for me to review, I understand I can withdraw from participation before I sign this release if I am unwilling to participate and receive a full refund of any money I have paid.) CAUTION: In an equine environment, horses may rear, kick, flip over backwards, bite, strike, run-off, spook, fall down, break equipment, get tangled up in rope or equipment, run into an object or another horse and do other things which could case sever injury. By signing this release, you are assuming all of these risks and any other risk which is inherent in the activity.)

2. Keeping all of the foregoing risks that are known and any other unknown potential risks in mind, I am freely and voluntarily entering this equine event. By my signature below, that I am expressly agreeing as follows:

(1) To release and waive any right to sue and/or collect from, Smoke Rise Ranch Resort, Semingson Enterprises, Inc. and any and all agents, helpers, sponsors or employees for any and all liability for any injury I might receive or any damage I might sustain in this equine activity. This shall include, but is not limited to the following:

- (1) Damages I might incur for medical bills, lost wages, out-of-pocket expenses;
- (2) For pain and suffering;
- (3) Nominal damages;
- (4) Punitive damages;
- (5) Any recovery I might have had for monetary damages, for myself, my horse, or property.

3. This Release and Waiver is made on behalf of myself, my spouse, if any, my heirs, executors, administrators, subrogees and assigns. Or on behalf of my children, if applicable.

4. I also covenant not to sue Smoke Rise Ranch Resort, Semingson Enterprises, Inc. or any of his/her/their/its employees, agents, volunteers or helpers for anything including any claimed act of negligence, for any medical bills, lost wages, pain and suffering, or any other type of damage or claim. And I make this covenant on behalf of myself, executors, my heirs, administrators, and assigns.

5. I further agree to indemnify and hold Smoke Rise Ranch Resort, Semingson Enterprises, Inc. harmless from any liability for negligence, misfeasance, or for any other reason, And I do so on behalf of myself, my heirs, administrators, executors, assigns and subrogees.

6. Under Ohio's Equine Immunity Act (ORC§2305.231) I am waiving any and all rights to sue or collect damages and I do hereby voluntarily consent to participate and I agree to assume all risks.

7. I understand that riding helmets are being provided. I agree to assume the risk of riding with or without a helmet. I understand I may wear a helmet if I chose to do so I agree to act at my own risk.

8. I have signed this freely and voluntarily this _____ day of _____, 200

I HAVE THIS COMPLETE DOCUMENT. I FULLY UNDERSTAND IT IS AN AGREEMENT NOT TO SUE, A RELEASE, AND INDEMNITY AGAINST ALL FUTURE CLAIMS.

RELEASOR _____ DATE _____

FOR OFFICE USE ONLY

WRANGLER'S NAME _____

TIME OUT _____ TIME IN _____ = TOTAL HRS OUT _____

NAME OF HORSE _____ GROUP NAME _____

BASE FEE _____ DISCOUNTS _____ = TOTAL _____

CHARGES _____