Post Hill Farm LLC- Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

By signing this agreement, you (or your child if applicable) are giving up certain legal rights, including the right to sue or recover damages in case of injury, death or property damages for any reason, including but not limited to the negligence of the stable (Post Hill Farm LLC); it’s owner, employees and agents (“the Releasees”)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on behalf of myself (and my minor child if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Acknowledge that a horse may, without warning or apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on feet, push or shove a person, saddles and bridles may loosen or break; all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

Acknowledge that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury or death, because of the unpredictable nature of horses, regardless of their training and past performance.

Voluntarily assumes the risk and danger of injury or death inherent in the use of the horse, equipment, and gear provided to me by Post Hill Farm LLC, hereinafter referred to as the Barn.

Release, discharge and promise not to sue Post Hill Farm LLC and it’s staff, doing business under it’s own name or any loss, liability, damages, or cost whatsoever from any loss, damage, or injury (including death) to my person or property.

Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.

The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Ohio and is intended to be as broad and inclusive as is permitted by Ohio Law (RIDE AT YOUR OWN RISK) and that in the event any portion of the Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any and shall continue in any way and shall continue in full legal force and effect.

Acknowledge that this document is a contract and agree that if a lawsuit is filed against Post Hill Farm LLC or it’s owner, employees and agents for any injury or damage in breach of this contract, the Undersigned will pay all attorney’s fees and costs incurred by Post Hill Farm LLC in defending such an action.

It is mandatory that all riders under 18 wear a helmet and is strongly encouraged for anyone over 18 to wear a helmet.

If the person who is to enter into this Agreement is under 18 years old, his or her parent must read and sign this agreement.

I have read this entire Release of Liability document. I understand it is a contract not to sue and to release Post Hill Farm LLC, it’s owners and employees for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride and handle horses at Post Hill Farm LLC in Twinsburg, Ohio.

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_

Post Hill Farm LLC\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_