

## Lani Blackford's Highesthorse.com - 2004 Release of Liability

I, the undersigned, in consideration of the services of Lani Blackford or HighestHorse.com, its partners, its officers, employees, agents or representatives, contractors and suppliers (hereinafter collectively referred to as "HighestHorse.com"), hereby agree to release and discharge Lani Blackford or HighestHorse.com, on behalf of myself, my heirs, assigns, personal representatives and estate including a child or ward for whom I sign as follows:

- 1) I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. I understand that Lani Blackford or HighestHorse.com do not wish to frighten me or reduce my enthusiasm for horseback riding, but believes that it is important for me to know in advance what to expect and to be informed of these risks. The following describes some, but not all, of those risks:
  - a) Environmental risks, including insects, snakes, large animals, flash floods, lightning, sunburn, and the unpredictable forces of nature including weather which may change to extreme conditions without notice.
  - b) Falls or other injuries or loss of property arising out of the selection of equipment, or the selection and training of employees and horses, or instruction regarding the riding of or any activity around any horse on ranch premises, whether or not it's owned by Lani Blackford or HighestHorse.com.
  - c) Risks include, though not exclusively, the unpredictable nature of horses, including their reaction to sound, sudden movement and unfamiliar objects, persons or animals, and falling from and being thrown, kicked, bitten or fallen upon by a horse because of land conditions and hazards including, uneven terrain, objects or other animals, and loose, worn, or improperly fitted gear and tack; and including careless behavior of others including failure to control a horse or not acting within his or her ability.
  - d) The horse which I ride, and the tack and gear and certain personnel associated with my ride, may or may not be supplied by others under contract to Lani Blackford or HighestHorse.com, and I specifically include in this Release & Participant Acknowledgement of Risk any injury or losses of property that may be caused by those items, animals, and persons supplied by contract.
- 2) Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others, or to my or others' property arising from my participation in this activity. I understand that the description of these risks is not complete and that other known or unanticipated risks may result in injury, death, or property damage. I agree to assume responsibility for the risks identified here and those risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks.
- 3) **WARNING: UNDER OHIO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**
- 4) I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Lani Blackford or HighestHorse.com, including its agents or employees, and all other persons or entities from any and all liability claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of Lani Blackford or HighestHorse.com including its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property.
- 5) IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I'M ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST LANI BLACKFORD, HIGHESTHORSE.COM OR ITS OFFICERS, AGENTS, EMPLOYEES, OR OTHERS FOR BODILY INJURY OR PROPERTY DAMAGE.
- 6) Should it become necessary for Lani Blackford, HighestHorse.com, or someone on its behalf to incur attorney's fees and costs to enforce this agreement, or any portion thereof or because of my failure to abide by its terms, I agree to pay its reasonable costs and attorney's fees thereby expended, or for which liability is incurred.
- 7) I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I have no past or present physical or psychological condition that might affect my participation in the activity, and to my knowledge, I am capable of participating in the activity without causing harm to myself or others. I authorize Lani Blackford or HighestHorse.com to obtain or provide emergency hospitalization, surgical, or other medical care for me.
- 8) I understand and agree that this Release & Acknowledgement of Risk is governed by the State of Ohio.

My signature below indicates that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms. References herein to "I", "my", "myself" and other first person references shall include any child or ward for whom I sign.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

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

If Under 18, Signatures of Both Parents or Guardians is Required:

Father's or Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Mother's or Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_