



## LIABILITY RELEASE FORM

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*This form must be completed by and for each party wishing for access to the premises*

This Form is executed by the undersigned in favor of the Catalyst Farm, LLC, an Ohio limited liability company (the "Catalyst Farm"), whose business address is at 1021 Ridgewood Road Wadsworth, Ohio 44281 (the "Premises").

Catalyst Farm operates a farm based therapy practice, which may include an interactive animal experience and activities on horseback, on the Premises and maintains the Premises in its natural condition, as affected by activities thereon.

Because of the inherent and natural risk of harm that may occur to an individual in close proximity to animals (including horses) and their habitat, Catalyst Farm restricts access to the Premises to its agents and customers.

The undersigned desires access to the Premises for one or more commercial or personal purposes and understands that Catalyst Farm would not permit such access without the undersigned's acknowledgment of such risks and agreeing to release Catalyst Farm from such risk.

### PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM A PERSON'S ACCESS TO THE PREMISES AND CATALYST FARM IS NOT RESPONSIBLE FOR AND DOES NOT GUARANTEE ANY PERSON'S SAFETY ON THE PREMISES. THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT:

- A. The undersigned hereby voluntarily requests access to the Premises.
- B. This agreement shall be legally binding upon the undersigned and its heirs, estate, assigns, successors, agents, guests and invitees and shall be governed and interpreted according to the laws of Medina County, Ohio.
- C. Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64<sup>th</sup> among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.
- D. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 31/2 to 51/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where on much smaller, weaker predator animal (human) tires to impose its will on and become on unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short,

changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger. No farm animal is completely safe and may also exhibit the above mentioned behaviors.

- E. For the benefit of the animals on the Premises, Catalyst Farm attempts to maintain the Premises in as much a natural condition as possible, as affected by activities occurring thereon.
- F. Catalyst Farm is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse or other farm animal, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse/farm animal or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.
- G. The undersigned has inspected the Premises and is satisfied that all conditions of the Premises are safe for its access thereto.
- H. Any medical treatment that results from the undersigned's access to the Premises shall be the undersigned sole responsibility.
- I. In consideration of Catalyst Farm allowing access to the Premises by the undersigned, the undersigned shall hold harmless, indemnify and hereby releases Catalyst Farm, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from any claims arising out of the undersigned's access to the Premises.
- J. Under Ohio Revised Code Section 2305.321, it is expressly understood that the undersigned knowingly and voluntarily assumes any and all risks of harm or injury which are inherently involved in riding, working with, and being around farm animals, including horses. These risks include damage to personal property, illness, bodily injury, trauma or death that may result to a person from a fall while riding or being in close proximity to horses/farm animals. This Agreement extends to any harm or injury which a person may suffer from (1) their use of the property, facilities, equipment, tack and/or any horse/farm animal on the Premises, and (2) the risks of injury or damage which may be caused by, result from or be incidental to the person's engaging in any and all equine or horse/farm animal related activities while the person is on the Premises, or participating in any horse show, exhibition or clinic, or under supervision, direction or instruction by the Stable's owner, representatives, agents, instructors or employees.

This Assumption of Risk is intended and is understood to include, but not limited to each of the following inherent risks of harm:

1. The propensity of any horse/farm animal to behave in ways that may result in serious injury, death or loss to the rider or persons on or around the horse/farm animal;
2. The unpredictability or the reaction of any horse/farm animal to sounds, sudden movement, unfamiliar objects, persons or other animals;
3. Hazards, including but not limited to surface or subsurface conditions;
4. A collision with another horse, another animal, a person or an object;
5. The potential of a person who is engaged in any activity with a horse/farm animal to act in a negligent manner that may contribute to serious injury, death, or loss to the rider or to another person including but not limited to a person failing to maintain control over a horse/farm animal or failing to act within their actual or perceived ability to do so.

- K. Receiving therapy services at Catalyst Farm does not guarantee desired results.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
DATE  
SIGNATURE (Parent must sign for rider 17 & under.)

\_\_\_\_\_  
for \_\_\_\_\_  
SIGNATURE OF PARENT, or GUARDIAN(Please Print name(s) of minors)

\_\_\_\_\_  
DATE

Address in full: \_\_\_\_\_  
\_\_\_\_\_

Home Phone #: \_\_\_\_\_ Bus. Phone # \_\_\_\_\_

Email: \_\_\_\_\_

**Photo Release**

I, \_\_\_\_\_, authorize and consent to the use of my visual image, as well as my family members listed below, by Catalyst Farm for appropriate purposes, including, but not limited to: still photography, videotape, electronic and print publications and websites. I give this consent with no claim for payment.

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

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

Phone (in case we need to contact you) \_\_\_\_\_