



Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement

This document waives important legal rights. Read it carefully before signing.

(1) The undersigned hereby acknowledges that he/she is voluntarily participating in "Equine Activities", as defined by O.R.C. 2305.321, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, boarder, trainer, or otherwise as a "Equine Activity Participant," as defined by O.R.C. 2305.321. The undersigned acknowledges that Equine Activities are inherently dangerous and involve risks of injury, death, or loss to person or property ("Harm"). The undersigned fully understands that this Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement ("Agreement") includes, but is not limited to, "inherent risks of an equine activity" as defined by O.R.C. 2305.321, which includes, but is not limited to, any of the following:

- The propensity of an equine to behave in ways that may result in injury, death, loss to persons on or around an equine;
- The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- A collision with another equine, another animal, a person, or an object; and/or
- 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 any equine or failing to act within the ability of the participant.

(2) **RELEASE.** The undersigned, his/her administrators, next of kin, heirs, successors and assigns, hereby releases Joan M. Promen, individually, and Joan M. Promen, Inc. and Promen Farms LLC., collectively doing business as Bookmark Farms (collectively referred to as "Bookmark Farms"), their officials, officers, directors, employees, agents, personnel, volunteers, affiliated organizations, successors and assigns from all claims, including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes or action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether concealed or hidden, including but not limited to any state or federal statutory or common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to the undersigned, including Harm to the undersigned's horse, excepting only Harm that is caused by the willful or wanton conduct of Bookmark Farms.

(3) **ASSUMPTION OF RISK.** The undersigned expressly assumes all risks of Harm to the undersigned, including Harm to the undersigned's horse.

(4) **WAIVER OF LIABILITY.** The undersigned agrees that he/she, nor anyone claiming through him/her, will bring, commence, prosecute, or maintain, or cause or permit to be brought, commenced, prosecuted, or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state thereof, or elsewhere, against Joan M Promen or Bookmark Farms, their officials, officers, directors, employees, agents, personnel, volunteers, affiliated organizations, successors and assigns, for, on account of, arising out of, or in any way connected with any Equine Activities.

(5) **INDEMNIFICATION.** The undersigned agrees to defend, hold harmless, and indemnify Joan M. Promen and Bookmark Farms from any and all liability, claims, costs, damages, and expenses, including but not limited to attorney fees, arising from or connect in any way to the undersigned's participation in any Equine Activities at or with Bookmark Farms.

(6) **ENTIRE AGREEMENT.** This Agreement is the entire agreement of the parties, and supersedes all prior oral and written understandings and agreements. This Agreement may be modified only by a written amendment signed by both parties.

(7) **SEVERABILITY.** If any provision of the Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

(8) **OHIO LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio (without regard to the principles of conflict of laws thereof). Additionally, the undersigned agrees that all causes of action related to any equine activities at or with Bookmark Farms shall be brought in an appropriate court of jurisdiction in Delaware County, Ohio.

(9) **O.R.C. 2305.321.** The undersigned expressly agrees that Joan M. Promen and Bookmark Farms is entitled to immunity to the fullest extent possible as provided by O.R.C. 2305.321 (a copy of which will be provided upon request).

(10) **MINOR CHILD. If the person participating in the activities at or with Bookmark Farms is a minor (under the age of 18), the parent or legal guardian of the minor must sign this Agreement. By signing this Agreement, the parent or legal guardian agrees to the terms of this Agreement both individually and on behalf of his/her minor child.**

(11) **CONSIDERATION.** The undersigned acknowledges and accepts that there is valid consideration for this agreement, which is his/her participation in activities at or with Bookmark Farms.

(12) **REPRESENTATIONS.** By signing below, the undersigned acknowledges that he/she has read and fully understands this Agreement and is voluntarily signing the same.

Signature of Participant _____

_____ Date

Printed Name of Participant: _____

Signature of Parent/Guardian
(if participant is a minor) _____

_____ Date:

Printed name of Parent/Guardian: _____
(if participant is a minor)

Address: _____

Phone Number: _____

Email: _____