**Divine Equines, LLC**

**Release and Waiver of Liability**

**Under Ohio Law, an Equine Activity Sponsor or Equine Professional is not liable for injury or damages resulting from the inherent risks of equine activities.**

I have accurately represented my ability to safely engage in the equine activities with Divine Equines, LLC and disclosed any disabilities or illnesses that may affect my participation in Equine Assisted Learning.

I accept full responsibility for accident or injury to myself if I do not wear appropriate clothing (including closed toe shoes, protective headwear, etc.) for the activities I am participating in.

I will comply with all posted Farm Rules and will be responsible for any damage or injury to any animal or property caused by me. If I am not adhering to the posted Farm Rules, and am creating an unsafe environment for myself, animals or others, I will be asked to leave the premises.

Further, on behalf of myself, I acknowledge and understand that any time an individual is around large animals such as horses there are risks.

Specifically, risks inherent to equine activities include the following:

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to a person on or around the equine, including but not limited to running, bucking, biting, kicking, shying, stumbling, rearing, falling, or being stepped on;
2. The unpredictability of an equine(s) reaction 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 equine, another animal, a person, or an object;
5. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to 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.

On behalf of myself I voluntarily choose to participate in Equine Assisted Learning activities and accept and assume all risks (whether listed above or otherwise) of serious injury or death that might be associated with or result from equine and other activities and for accidents or injury to myself caused by the negligence of other individuals that are assisting me.

In consideration, therefore, for the privilege of observing, working with and/or engaging in Equine Assisted Learning workshops, spiritual direction and other related educational activities with horses, I agree to release from liability, and to indemnify and hold harmless, Rebecca Boger and Divine Equines, LLC, its agents, employees, volunteers, guests, and any and all of their Heirs and Assigns (the Indemnified Parties), from any and all liability on account of or in any way resulting from personal injuries, death or property damage, whether or not caused by negligence.

In the event that any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will continue in full legal force and effect.

I have read this entire agreement. I fully understand all of its terms and conditions. My signature below is acknowledgement that I have had an opportunity to carefully read the entire agreement and to have any questions answered to my satisfaction.

I have voluntarily entered into this agreement without duress and I understand that by signing this agreement I am giving up certain legal rights on behalf of myself, including the right to recover damages in cases of injury, death, or property damage. I UNDERSTAND THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

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

Print name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency contact name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_