

WAIVER AGREEMENT AND LIABILITY RELEASE

Please read carefully before signing

I agree to the following agreement with GAITWAY THERAPY LLC as a condition for allowing me and the persons identified below to enter the organization’s premises, property and surrounding land, be near horses, participate in equine-assisted activities or therapy, ride horses, work near horses, handle horses, and/or use equipment. (These activities will hereafter be referred to in this document as “The Activities”.)

NAME OF CONTRACTING PARTY (Volunteer or Parent/Guardian): _____

NAME OF MINOR IN MY CHARGE: _____

ADDRESS: _____

PHONE: (H) _____ (W) _____ (Other) _____

All parts of this agreement shall apply to myself and/or to the minor(s) in my charge. We will collectively call ourselves “I”, “me”, or “my” throughout this agreement. This waiver, agreement and liability release is intended to be valid and binding at all times now and in the future when Gaitway Therapy LLC permits me directly or indirectly to engage in any or all of the activities.

IT IS HEREBY AGREED AS FOLLOWS:

1. I am willing and interested in any or all of The Activities now and/or in the future.
2. *Risks.* I understand that anyone engaging in The Activities can suffer bodily harm and other injuries. Participation in The Activities involves certain inherent risks. Regardless of the safety precautions implemented by Gaitway Therapy LLC or myself, it is impossible to ensure the safety of the volunteer, guest, visitor or participant. For example, activities on or near horses or ponies (will hereafter be referred to as “equines”) involve inherent risks. Even though Gaitway Therapy LLC selects equines that are known to be well-mannered and trained to do their job, equines are unpredictable by nature. When frightened, angry or under stress the natural instincts of an equine are to jump forward or sideways, back up quickly or run away from danger. Equines are also known to kick, buck, rear up, spin around, strike or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to those who are on, near or around them. Further, I understand that The Activities can expose me to numerous hazards which could include *for example:* the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine’s reaction to sounds, sudden movements, and unfamiliar objects, persons or other animals; certain hazards such as surface or subsurface conditions of the land; and/or collisions with other equines, animals, people or objects. **I understand these risks and dangers inherent in The Activities and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am not relying on Gaitway Therapy LLC to list all possible risks associated with being a participant, observer or volunteer.**
3. **WAIVER AND LIABILITY RELEASE:** As consideration for Gaitway Therapy LLC allowing me to engage in The Activities, I agree to assume full responsibility for any and all bodily injuries, losses or damages which I or my property or minors in my charge may sustain. The term “damages”

means for example, medical expenses, losses incurred because of bodily injuries or property damages and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge Gaitway Therapy LLC and their respective officers, directors, employees, agents, volunteers, trainers, insurers, representatives and others acting on their behalf from any and all claims, demands, damages, actions, omissions, suits, or causes or action (present and future) whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury, losses, or damage that may be sustained, or property damage which may occur as a result of engaging in The Activities at any time.

Note: Under the Ohio Equine Activity Liability Act [1997] an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

It is mutually understood and agreed that the waiver and liability release set forth in this document constitutes a waiver of liability beyond the provisions of the Ohio equine activity liability act. By signing this waiver agreement and liability release, I agree not to bring any suit or claim against Gaitway Therapy LLC or persons or entities working on behalf of or affiliated with on the basis of any exception in the Ohio equine activity liability act. In particular, I agree not to bring a claim or suit against Gaitway Therapy LLC or their respective directors, staff, agents, volunteers, trainers, insurers, representatives and any others acting on their behalf for: faulty tack, faulty equipment, failure to make reasonable and prudent efforts to determine an equine activity participant's ability to safely be near or on an equine, a dangerous latent condition of the land where activities take place, and/or any act or omission that may constitute ordinary negligence by Gaitway Therapy LLC or those directly affiliated with the organization.

4. INDEMNIFICATION. I also agree to indemnify and hold harmless Gaitway Therapy LLC and their respective directors, staff, agents, volunteers, trainers, insurers, representatives and any others acting on their behalf against all damages which are sustained or suffered by any third person(s) ["third persons" are any and all people who are not parties to this agreement including but not limited to my relatives, guests, other visitors or patrons], including any and all injuries or damages whatsoever that I may cause, directly or indirectly as a result of engaging in The Activities at any time. The indemnification shall include reimbursement of organization's attorney fees.
5. EMERGENCIES. Person(s) to contact in case of emergency: _____
Phone numbers: _____

The signed person below represents all of the following:

- I am at or over 18 years of age.
- I am of sound mind and am not suffering from shock or under the influence of chemical substances.
- I have read this entire waiver agreement and liability release and I fully understand it.
- I intend for this waiver agreement and liability release to be valid and binding today and at all times in the future.
- All of the information I have provide in this waiver agreement and liability release is true and accurate.

SIGNATURE OF CONTRACTING PARTY: _____

PRINT NAME HERE: _____ DATE: _____

WITNESS SIGNATURE: _____ DATE: _____

PRINTED NAME OF WITNESS: _____

