

**Girl Scouts of North East Ohio
Horseback Riding Program Authorization and Waiver/Release**

This Horseback Riding Program Authorization and Waiver/Release (the "Agreement") is entered into by the undersigned, as individual(s) and as the parent(s), guardian(s), custodian(s), and/or other legal representative(s) of _____, age _____, (the "Minor Child") in favor of the Girl Scouts of North East Ohio, its employees, agents, officers, directors, successors, and assigns (collectively referred to in this Agreement as "GSNEO"). In consideration for the Minor Child being permitting to enter GSNEO property and to participate in equine activities, including, but not limited to, riding, exercising, handling, grooming, tacking, and otherwise working with or being around equines, we agree as follows:

I/we understand, acknowledge, and agree that there is always an inherent risk of harm, including injury, death, or loss to person or property, associated with equine activities, whether working around, riding, and/or merely being a spectator observing equines, and that Ohio law grants GSNEO immunity from liability in damages in a tort or other civil action for any harm sustained by the Minor Child during an equine activity and resulting from an "inherent risk of an equine activity" under certain circumstances. See R.C. 2305.321. I/we further understand and acknowledge that "inherent risk of an equine activity" refers to a danger or condition that is an integral part of an equine activity, including, *but not limited to*:

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

By way of example, and not by limitation, additional risks associated with equine activities include the failure or breaking of tack, being mounted on a horse or other equine which proves to be ill-matched to a rider's ability, dangerous latent conditions on, near, or off the property, falling or being thrown from a horse or other equine, being kicked or bitten by a horse or other equine, being stepped on or run into by a horse or other equine, striking a protruding or overhanging object while mounted, or being dragged as a result of the rider's foot slipping through a stirrup and becoming lodged therein.

I/we further understand and acknowledge that the Minor Child will be riding and controlling a horse by his/herself (i.e., not led on a lead rope) and may be riding in a riding ring, along a road, in a field, and/or in a forest on a trail ride, among other places. I/we also understand and acknowledge that no warranties or representations of any kind have been made by GSNEO regarding the disposition, temperament, training, or health of the horses or other equines used in the Horseback Riding Program.

With knowledge of the foregoing, I/we knowingly and willingly give my/our unqualified permission and consent, individually and on behalf of the Minor Child as his/her parent(s), guardian(s), custodian(s), and/or other legal representative(s), for the Minor Child to participate in equine activities, including those associated with GSNEO's Horseback Riding Program, and **KNOWINGLY AND WILLINGLY ASSUME ALL INHERENT RISKS OF EQUINE ACTIVITIES AND HARM RESULTING THEREFROM, INCLUDING THE INJURY OR DEATH OF THE MINOR CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF GSNEO OR ANY OTHER CAUSE.**

On behalf of the Minor Child, me/ourselves, and the heirs, successors, assigns, administrators, executors, agents, employees, representatives, attorneys, and insurers of the Minor Child and me/us, **I/WE HEREBY AGREE: (1) TO WAIVE, RELEASE, AND FOREVER DISCHARGE GSNEO FROM ALL LIABILITY, CLAIMS, ACTIONS, CAUSES OF ACTION, HARM, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED BY ME/US, THE MINOR CHILD, OR OTHER PERSON AS A DIRECT OR INDIRECT RESULT OF THE MINOR CHILD'S PARTICIPATION IN EQUINE ACTIVITIES, WHETHER CAUSED BY GSNEO'S NEGLIGENCE OR OTHERWISE; (2) NOT TO SUE, BRING A CLAIM AGAINST, OR DEMAND COMPENSATION FROM GSNEO FOR ANY HARM, DAMAGE, OR LOSS ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM THE MINOR CHILD'S PARTICIPATION IN EQUINE ACTIVITIES; and, (3) TO HOLD HARMLESS, INDEMNIFY, AND DEFEND GSNEO AGAINST ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM THE MINOR CHILD'S PARTICIPATION IN EQUINE ACTIVITIES.**

I/we further acknowledge receipt of, and that I/we have reviewed, a packet of materials provided by GSNEO regarding its Horseback Riding Program, describing the program and setting forth what clothing and footwear the Minor Child must wear during his/her participation in equine activities. I/we understand that, for his/her own safety, **a child who is not wearing the prescribed clothing or footwear may not be permitted to participate in equine activities.**

I/we further acknowledge and agree to comply with GSNEO's request for the following information which is to be given to GSNEO **in writing** before the Minor Child is permitted to participate in equine activities and which is expressly made a part of this Agreement (*See Attachment*):

- (a) The status of the Minor Child's tetanus vaccination;
- (b) A description of the Minor Child's prior riding experience;
- (c) An acknowledgment that I/we are unaware of any physical or mental condition which would prevent the Minor Child from safely engaging in any equine activity, except as specifically noted; and
- (d) A written list of activities in which the Minor Child may not engage, if any.

In addition, I/we acknowledge that I/we have been provided GSNEO's policy that the consumption and/or possession of alcohol, tobacco, or controlled substances at any GSNEO activity or facility is strictly prohibited, and I/we will make the Minor Child aware of this policy and undertake my/our best efforts to ensure the Minor Child's adherence thereto.

In the event of injury, I/we give my/our permission to GSNEO, in its discretion, to call the police, fire/rescue, or emergency medical services and to transport the Minor Child to any hospital, clinic, or medical center. I/we further authorize emergency medical treatment for the Minor Child and accept financial responsibility for such emergency care and treatment. The Minor Child's primary care physician is _____.
(physician's name and telephone number)

As further consideration for the Minor Child's participation in the above events/activities/programs, I/we, on behalf of the Minor Child, give consent do **not** give consent to GSNEO to use, publish, reproduce, and distribute any photographs/videotapes in which the Minor Child may appear solely for the purposes of publicity and promotion by GSNEO of its current and future events/activities/programs.

This Agreement shall be binding on my/our and the Minor Child's heirs, successors, assigns, administrators, executors, agents, employees, representatives, attorneys, and insurers.

This Agreement is governed by the laws of the State of Ohio and is intended to be as broad and inclusive as is permitted by that law. If any provision is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

I/we warrant and represent that a copy of this Agreement has been given to me/us, I/we have read this Agreement, the contents and meaning of this Agreement are clearly understood by me/us, and I/we have informed the Minor Child of its terms. I/we have voluntarily entered into this Agreement without duress or pressure from any person, and we understand and acknowledge that by signing this Agreement we are giving up certain rights, including the right to recover damages in the event of bodily injury, death, or property damage, and that this document is a promise not to sue. I/we further represent that I/we have the legal authority to sign this Authorization and Waiver/Release on behalf of the Minor Child.

Signature(s) of Parent(s)/Guardian(s)/Custodian(s)/
Other Legal Representative(s)

PRINT Name(s) and Relationship to Minor Child

PRINT Address(es)

PRINT Telephone Number(s)

Name of **Alternative Emergency Contact** person in the event
the Parent(s)/Guardian(s)/Custodian(s)/Other Legal
Representative(s) cannot be reached:

PRINT Name of Alternative Emergency Contact

PRINT Address(es) of Alternative Emergency Contact

PRINT Telephone Number(s) of
Alternative Emergency Contact

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Attachment

1. My/our child, _____, was last inoculated against tetanus on _____.

2. My/our child's prior riding experience is as follows:

___ Has never ridden before.

___ Has ridden ___ number of times previously.

___ Has previously participated in the
Girl Scouts of North East Ohio
Horseback Riding Program for
___ years (indicate number of years).

Describe prior riding experience (i.e., trail ride, attended horseback riding camp, has only been led on a
leadline, etc.) and when it occurred: _____

3. I/we are not aware of any physical or mental condition which would prevent my/our child from safely
engaging in any equine activities or reasonably anticipated activities associated with the Horseback
Riding Program, except as follows (if you are not aware of any physical or mental condition, please
indicate this by writing "NONE"):

4. I/we prohibit my/our child from engaging in the following activities during the Horseback Riding
Program (if no activity is prohibited, please indicate this by writing "NONE"):

Signature(s) of Parent(s),Guardian(s),
Custodian(s), Other Legal Representative(s)

Date

