



THE LIVINGSTON RANCH LLC

RELEASE AND WAIVER OF LIABILITY

Name of Participant: _____

Date of Birth of Participant: _____

Address of Participant: _____

Check box if Participant is 240lbs or less (riders over 240lbs cannot participate due to weight restrictions of horse)

In consideration of being allowed to participate in guided horseback trail rides and/or any Equine activities led and/or organized by The Livingston Ranch LLC (hereinafter "LR"), I, the undersigned participant, understand that this document serves as a release and waiver of liability, and hereby expressly agree to the terms below:

1. Acknowledgment of Equine Activities. I acknowledge that "Equine Activity," as defined under Ohio Revised Code Section 2305.321, includes, but is not limited to: (i) riding, training, driving, or being a passenger upon an equine, whether mounted or unmounted; (ii) activities such as teaching, training, or instructing participants in equine handling or riding techniques; (iii) boarding equines; (iv) inspecting, grooming, or saddling an equine; (v) participating in or observing equine-related events, such as shows, fairs, or competitions; and (vi) handling equines in any capacity.

I understand that these activities are dangerous and inherently involve risks, including, but not limited to:

- The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals;
- Hazards related to surface or subsurface conditions;
- Collisions with other equines, animals, people, or objects;
- The potential of another participant or other participants to act in a negligent manner that may contribute to injury;
- The possibility of equipment failure or improper use; and
- The risks associated with my own negligence, inexperience, or failure to follow instructions.

I am fully aware of these risks and hazards arising from my participation in any equine activities led or organized by Livingston Ranch LLC (hereinafter referred to as an "Equine Activity").

INITIALS (parent or legal guardian must initial for minor): _____

2. Assumption of Risks. I HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY PARTICIPATION IN AN EQUINE ACTIVITY, including, without limitation, those resulting from the negligence or recklessness of LR, its staff, other participants, or my own actions.

INITIALS (parent or legal guardian must initial for minor): _____

3. Release of Liability. I agree TO RELEASE LR and all its successors, assigns, affiliates, officers, directors, managers, members, owners, employees and agents from, and AGREE NOT TO SUE ANY OR ALL OF THEM, on account of or in connection with any claims, causes of action, injuries, deaths, damages, cost, and/or expenses arising out of or in connection with my participation in an Equine Activity, whether or not caused by the negligence or other fault of LR.

INITIALS (parent or legal guardian must initial for minor): _____

4. Assumption of Responsibility. I agree TO ASSUME ALL RESPONSIBILITY for assessing my own skill level and deciding whether I am capable of participating in an Equine Activity. I understand that LR does not guarantee the behavior or suitability of any horse used in an Equine Activity and that I am responsible for following all safety guidelines provided by LR.

INITIALS (parent or legal guardian must initial for minor): _____

5. Inherent Risks and Non-Liability Under Ohio Law. I acknowledge and understand that under Ohio Revised Code Section 2305.321, LR is not liable for injuries resulting from the inherent risks associated with equine activities. These inherent risks include, but are not limited to, the propensity of an equine to behave in ways that may result in injury, harm, death, or loss to the persons on or around the 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; collisions with another equine, another animal, a person, or an object; and, 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.

INITIALS (parent or legal guardian must initial for minor): _____

6. Protective Headgear. Those participants under 18 years of age must wear protective headgear meeting ASTM/SEI standards at all times while participating in Equine Activity. Participants 18 years of age or older may choose whether to wear a helmet but are strongly encouraged to do so. LR provides protective helmets upon request and ensures that all participants are informed of the risks associated with not wearing protective headgear.

INITIALS (parent or legal guardian must initial for minor): _____

7. Pre-Ride Orientation. I agree to participate in a pre-ride orientation that includes, but is not limited to:

- Proper mounting and dismounting techniques;
- Safe handling of equines and understanding their behavior; and
- Rules and procedures for trail rides, including safe distances between riders and the importance of maintaining control.

I further agree to follow all instructions provided by LR staff and trail guides during Equine Activities.

INITIALS (parent or legal guardian must initial for minor): _____

8. Facility and Equipment Safety. I acknowledge that LR maintains its premises and equipment according to industry safety standards, including, but not limited to, regular inspection of trails and riding facilities to identify and address hazards, maintenance of perimeter and cross-fencing to secure equines and participants, and use of properly fitted and regularly inspected tack and equipment. I understand that LR evaluates and trains its equines for suitability in trail rides and ensures appropriate supervision ratios between guides and participants to maximize safety.

INITIALS (parent or legal guardian must initial for minor): _____

9. Medical Condition and Emergency Events. I agree to disclose any medical conditions that may affect my participation in Equine Activities. I authorize LR to secure emergency medical treatment on my behalf if necessary, with the understanding that I will bear all associated costs.

INITIALS (parent or legal guardian must initial for minor): _____

10. Licking Park District. I acknowledge and agree that for myself and my minor children participation in recreational activities at a Licking Park District facility includes inherent risks. I knowingly and freely assume all such risks, both known and unknown, including those arising from the negligence of the Licking Park District or others, and assume full responsibility for my participation. I understand that participation includes possible exposure and illness from

infectious diseases, including but not limited to MRSA, influenza and COVID-19. I willingly agree to comply with stated rules, policies and customary terms and conditions for participation. I, for myself and on behalf of my minor children, spouse, heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the Licking Park District, its Board of Park District Commissioners, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers and owners & lessors of premises used, with respect to any and all injury, illness, disability, death, or loss or damage to person or property, whether arising from the negligence of the Licking Park District or otherwise, to the fullest extent permitted by law. I also agree to indemnify and hold harmless LR from any liability arising from my failure to comply with these rules, laws, and regulations, or from not following the instructions of LR and its employees, agents, and representatives during such activities.

INITIALS (parent or legal guardian must initial for minor): _____

11. Binding Nature of Release. THIS RELEASE AND WAIVER OF LIABILITY shall be binding upon my heirs, administrators, executors, assigns, guardians, and legal representative, and any person on whose behalf I am signing this Release and Waiver, including my child or ward.

INITIALS (parent or legal guardian must initial for minor): _____

12. Severability. If any part, term or provision of this Release and Waiver of Liability is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if this Release did not contain the particular part, term or provisions held to be illegal or invalid.

INITIALS (parent or legal guardian must initial for minor): _____

13. Attorney fees and legal costs. I AGREE THAT IF I DISREGARD THIS RELEASE AND WAIVER OF LIABILITY AND INITIATE A LAWSUIT, FILE A CLAIM, OR OTHERWISE ATTEMPT TO HOLD LR, ITS EMPLOYEES, OR ITS AFFILIATES LIABLE IN CONTRAVENTION OF THIS AGREEMENT, I AGREE TO INDEMNIFY AND REIMBURSE LR FOR ALL REASONABLE ATTORNEY FEES, COURT COSTS, AND OTHER RELATED LEGAL EXPENSES INCURRED IN DEFENDING AGAINST SUCH ACTIONS. THIS OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, FEES AND COSTS ARISING FROM PRE-LITIGATION DISPUTES, ARBITRATION, MEDIATION, OR LITIGATION.

INITIALS (parent or legal guardian must initial for minor): _____

14. Governing Law and Venue. This Release and Waiver of Liability is governed by the laws of the State of Ohio and agree that the state courts of the State of Ohio shall be the proper venue for all disputes and claims in relation to this Release and Waiver of Liability and I hereby waive all objections and defenses of lack of jurisdiction in such an event.

INITIALS (parent or legal guardian must initial for minor): _____

15. I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER OF LIABILITY AND I WARRANT THAT I AM COMPETENT TO EXECUTE THIS RELEASE. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE, AND I EXECUTE THIS RELEASE VOLUNTARILY AND NOT UNDER DURESS.

Signed and agreed to by:

Print Name of Participant

Date

Signature of Participant
(must be at least 18 years old to sign)

Relationship to Participant if Not
Signed by Participant

Print Name of Signer if Not Participant
(must be a parent or legal guardian of Participant)