

Happenstance Stables

Adult Haul In

Hold Harmless and Indemnification Agreement

This Adult Haul In Hold Harmless and Indemnification Agreement is being entered into as of _____ 20_____,

by _____ Gerry and Stephanie Phelps dba Happenstance Stables _____ (name),
of _____ 22126 Sycamore Road _____ (street address),
_____ Midland _____ (city), _____ Ohio _____ (state) _____ 45148 _____ (zip) ("Owner"),

and _____ (name),
of _____ (street address),
_____ (city), _____ (state) _____ (zip) ("Visitor").

1. Purpose of Agreement. Visitor wishes to bring horse(s) onto Owner's property "property" shall mean the land situated near or on Happenstance Stables, including trails, open spaces, arenas, barns, structures, and all other land or facilities situated on or near this property for the purpose of riding and/or attending a clinic. Owner agrees to permit Visitor to bring horse(s) onto Owner's property for such purposes in exchange for the following agreement.

2. Hold Harmless and Indemnification Agreement.

2.1. Stable Rules. Visitor agrees to follow carefully all posted stable rules and any other rules provided to Visitor regarding use of the property.

2.2. Safe Riding Attire. Visitor agrees to wear heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when visiting Owner's property and an ASTM-certified safety helmet fastened securely under the chin while riding on Owner's property. If Visitor does not wear these items, Visitor assumes the increased risk of injury or death associated with failing to wear such protective attire. Visitor agrees that Owner has no duty to provide safety attire for Visitor.

2.3. Visitor's Representations and Warranties. Visitor makes each of the following representations and warranties on behalf of Visitor and Visitor's guardians, heirs and assigns (collectively, the "Visitor Parties"):

(a) Visitor has the requisite authority to enter into this Agreement upon behalf of the Visitor Parties.

(b) In the event that Visitor is incapacitated at any time while Visitor is on Owner's property, Visitor grants Owner and Owner's agents, employees and contractors full authority to make all decisions on behalf of Visitor, including medical care, and Visitor agrees to hold such parties harmless for any injuries or death to Visitor that may result from such decisions.

(c) Visitor does not have any physical or mental conditions that may prevent Visitor from safely participating in horse-related activities.

(d) All horses that Visitor may bring to Owner's property have a current negative Coggins test and are current on all routine vaccinations.

(e) To the best of Visitor's knowledge, all horses that Visitor may bring to Owner's property are free of contagious diseases or conditions.

(f) All horses that Visitor may bring to Owner's property have no history of dangerous behavior, including but not limited to, biting and kicking.

2.4. Risk of Injury or Death to Visitor. Visitor understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with visiting Owner's property and handling and riding horses on Owner's property. Visitor understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Visitor or others. Owner's property may contain defects. For example, footing at such facility, including arena, round pen, and pasture footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. **Visitor expressly assumes all risks of engaging in horse-related activities, including the risk that Owner and/or Owner's guests, employees, agents or contractors (collectively, the "Owner Parties") may be negligent. Accordingly, Visitor agrees upon behalf of the Visitor Parties not to sue the Owner Parties or otherwise make a claim against such parties in connection with any injury or death.**

2.5. Risk of Loss of or Injury to Horses. Visitor understands that bringing horses onto any property, including Owner's property, is inherently risky. For example, in common areas, such as arenas, tie racks and wash racks, other horses could bite, kick, run into or otherwise injure Visitor's horses. Visitor's horses may catch contagious diseases or conditions from other horses on Owner's property. Farm machinery, traffic or other hazards may spook Visitor's horses. In wet or cold weather, the grounds of Owner's property, including paddocks, round pens and arenas, may become muddy or slippery, injuring Visitor's horses. Owner's property may contain defects. For example, footing on Owner's property, including arena, round pen and paddock footing, may contain holes, rocks, uneven portions or otherwise be unpredictable. Visitor understands and expressly assumes all risks of bringing horses onto Owner's property, including the risk that the Owner Parties may be negligent. Accordingly, Visitor agrees to hold the Owner Parties harmless for loss of or injury to Visitor's horses.

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2.6. Trail Riding Risks. Visitor understands that riding horses outside of designated riding areas such as arenas and round pens ("Trail Riding"), including riding horses in an open pasture where other horses are loose, is inherently dangerous. In particular, horses may become spooked by traffic, wild animals, other horses or other hazards, causing Visitor to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring horses and/or Visitor. Visitor understands that Owner does not inspect or maintain any trails or paths, on or off of Owner's property, and Owner makes no warranty whatsoever regarding the safety of paths and trails. Visitor understands and expressly assumes all risks associated with Trail Riding, including the risk that the Owner Parties may be negligent.

2.7. Property Damage. Visitor agrees that Visitor will promptly pay for any damage that occurs on Owner's property that is caused by Visitor or any horse that Visitor brings onto Owner's property.

2.8. Visitor's Indemnification Agreement. Visitor agrees to defend, indemnify and hold the Owner Parties harmless against all claims, demands, and causes of action, including court costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of any of the Visitor Parties or brought by others against the Owner Parties in connection with Visitor's horses, or any action or inaction taken by Visitor, Visitor's guests, family members, agents, employees or contractors

2.9. Waiver of Unknown Claims. Upon behalf of the Visitor Parties, Visitor expressly waives any rights that the Visitor Parties might otherwise have with regard to unknown claims. For the purpose of this section, "claims" shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this Agreement.

3. Entire Agreement. This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.

4. Governing Law and Venue. This agreement shall be governed by the laws of Ohio (state).
The parties hereby agree that any legal action under the Agreement must be brought in Brown County,
Ohio (state).

5. Attorneys' Fees and Other Expenses. In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

6. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

7. Emergency Contact Information:

Name: _____

Phone: _____ (Home) _____ (Cell) _____ (Work)

Relationship: _____

Visitor:

Signature: _____

Email: _____

Printed Name: _____

Date: _____