

**LUCAS COUNTY AGRICULTURAL SOCIETY
RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT
This form must be completed by and for each Pee Wee Participant**

**LUCAS COUNTY AGRICULTURAL SOCIETY
(here in after known as "L.C.A.S.")
Lucas County Junior Fair Entry
1406 Key Street
Maumee, Ohio 43537**

PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
LC.A.S. DOES NOT GUARANTEE YOUR SAFETY.

A. REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE — In return and in consideration for participation in the Lucas County Junior Fair and the use today and in the future, of property, facilities, equipment and services leased, owned, utilized or provided by L.C.A.S., I, the following listed individual, and the parent or legal guardians thereof if a minor, expressly agree to the following:

EQUINE ACTIVITY	AGE (if under 21)

Does this PARTICIPANT have a physical or mental condition, which may affect his/her safety and ability to ride a horse, of which we should be aware? Yes No (Circle one) If "yes", how can we help this PARTICIPANT with his/her special needs?

WRITE INITIALS AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL.

B. AGREEMENT SCOPE AND TERRITORY, AND DEFINITIONS— This agreement shall be legally binding upon me the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of Ohio. Any dispute by the PARTICIPANT shall be litigated in and venue shall be in the County of Lucas, Ohio. If any clause, phrase or word is in conflict with Ohio law, then that single part is null and void. The term HORSE" or "EQUINE" herein shall refer to all equine species The term "EQUINE ACTIVITY" or "EQUINE ACTIVITIES" herein shall refer to the following.

1. An equine show, fair, competition, performance or parade that involves an equine and an equine discipline, including, but not limited to, dressage, a hunter and jumper show, grand prix jumping, a three-day event, combined training, a rodeo, driving, pulling, cutting, reining, team penning, barrel racing, polo, steeple-chasing, english or western performance riding, western games, packing, and recreational riding,
2. An equine or rider training, teaching, instructing, testing, or evaluating activity, including, but not limited to, a clinic, seminar, or symposium
3. The boarding or leasing or permissive use of an equine, including, but not limited to, normal daily care of an equine;
4. The trailering, loading, unloading, or transporting of an equine;
5. The riding, inspecting, or evaluating of an equine owned by another person, regardless of whether the owner has received anything of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate it,
6. A ride, trip, hunt, branding, roundup, cattle drive, or other activity that involves an equine and that is sponsored by an equine activity sponsor, regardless of whether the activity is formal, informal, planned, or impromptu,
7. The placing or replacing of horseshoes on an equine, the removing of horseshoes from an equine, or the trimming of the hooves of an equine,
8. The provision of or assistance in the provision of veterinary treatment or maintenance care for an equine,
9. The conducting of procedures or assistance in the conducting of procedures necessary to breed an equine by means of artificial insemination or otherwise. The term "EQUINE ACTIVITY PARTICIPANT" (herein known as "PARTICIPANT") shall mean a person who engages in any of the following activities, regardless of whether the person is an amateur, or professional or whether a fee is paid to participate in the particular activity:
 1. Riding, training, driving, or controlling in any manner an equine, whether the equine is mounted or unmounted,
 2. Being a passenger upon an equine;
 3. Providing medical treatment to an equine;
 4. Conducting procedures or assisting in conducting procedures necessary to breed an equine by means of artificial

- insemination or otherwise,
- 5. Assisting a person who is engaged in an activity describe in Item 1, 2, or 3
- 6. Sponsoring an equine activity;
- 7. Being a spectator at an equine activity.

The terms "I", "Me", and "MY" shall herein refer to the above registered PARTICIPANT and the parents or legal guardians thereof if a minor INITIALS: /

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C. INHERENT RISKS OF EQUINE ACTIVITIES— I UNDERSTAND AND ACKNOWLEDGE THAT: there are risks in and around equine activities. Further the PARTICIPANT understands and acknowledges that L.C.A.S. as an equine activity sponsor, an equine professional, a trainer/instructor and/or stable manager, is not liable for an injury to, or the death of, PARTICIPANT or loss to the person or property of PARTICIPANT, resulting from the INHERENT RISK OF EQUINE ACTIVITIES. Ohio Revised Code Section 2305.321 provides that an "INHERENT RISK OF EQUINE ACTIVITIES" includes but is 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. INITIALS: /

D. NATURE OF HORSES— I UNDERSTAND THAT: No horse is a completely safe horse. If a horse is frightened or provoked, and sometimes for no apparent reason at all, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, or running from danger. I understand that this type of horse behavior is an INHERENT RISK OF EQUINE ACTIVITIES. INITIALS: /

E. CONDITIONS OF NATURE-- I UNDERSTAND THAT: L.C.A.S. is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, water, wild and domestic animals, insects, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I understand that a horse's reaction to conditions of nature is an INHERENT RISK OF EQUINE ACTIVITIES. INITIALS: /

F. PARTICIPANT RESPONSIBILITY-- I UNDERSTAND THAT: The PARTICIPANT is in primary control of the horse. The PARTICIPANT'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I AGREE THAT. The PARTICIPANT shall be responsible for his/her own safety, and that of an unborn child if the PARTICIPANT is pregnant. L.C.A.S. advises pregnant women not to ride horses, unless permission is given under advice of her physician. I FURTHER AGREE THAT: I will abide by all of the rules and regulations of the Lucas County Agricultural Society, the state and county 4H departments and the Saddle Horse Advisory Committee, and that I am responsible to use protective riding apparel and protective gear (i.e. hunt cap, paddock boots, chaps or breeches) whenever I am participating in an equine activity. INITIALS: /

G. PARTICIPANT EXPERIENCE— I UNDERSTAND THAT: The safe participation in some of the activities sponsored by L.C.A.S. requires some training, skill or experience. I AGREE THAT: the PARTICIPANT has received or taken part in prior formal training, tutoring or experience sufficient to safely complete any activities the PARTICIPANT engages in. I FURTHER AGREE THAT: the PARTICIPANT shall be responsible to make the determination regarding his/her own abilities, skill or experience.

H. PARTICIPANT INSURANCE— I AGREE THAT should emergency medical treatment be required, I and/or my own accident/medical insurance company **shall pay for** ALL such incurred expenses. My accident/medical insurance company is _____ my policy number is _____. FURTHER UNDERSTAND THAT: I am responsible for full and complete coverage, in an amount of not less than \$25,000 per occurrence, for any horse and personal property which I bring onto **any property leased**, utilized or owned by L.C.A.S., and that my participation may be conditioned upon demand of acceptable proof of such insurance. INITIALS: /

I. MEDICAL AUTHORIZATION— I AUTHORIZE L.C.A.S. to seek medical attention, should emergency medical treatment be required, for my person or any horse which I bring onto any property leased, utilized or owned by L.C.A.S. INITIALS: /

J. PARTICIPANT ASSUMPTION OF RISKS— I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY USE OF OR PRESENCE IN AND UPON THE FACILITIES AND PROPERTY, WHETHER LEASED, UTILIZED OR OWNED, OF L.C.A.S. including, but not limited to: the risk of death, injury, and property damage from falls, kicks, bites, collisions with vehicles, equipment, other horses, fences or stationary objects, from fire, explosion, the unavailability of emergency medical care and the negligence or deliberate act of another person. INITIALS: /

K. LIABILITY RELEASE— I AGREE THAT: In consideration of L.C.A.S. allowing my participation in an EQUINE ACTIVITY, under the terms set forth herein, and/or in consideration for the use of any property, facilities, equipment and services leased, owned, utilized or provided by L.C.A.S., I, the PARTICIPANT, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge L.C.A.S., its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to L.C.A.S. and/or its ASSOCIATES' ordinary negligence; and I do further agree that except in the event of LC.A.S. willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against L.C.A.S. and its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of L.C.A.S., resulting while riding, handling, or otherwise being near horses owned by or in the care, custody and control of L.C.A.S., or resulting from any other INHERENT RISK OF EQUINE ACTIVITIES, whether on or off the premises of L.C.A.S.. INITIALS: /

PLEASE READ CAREFULLY BEFORE SIGNING

WRITE INITIALS AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL

L. INDEMNIFICATION— I AGREE THAT: should any losses be incurred by L.C.A.S. or its ASSOCIATES on account of any injury to person or property as a result of the acts or omissions of PARTICIPANT, PARTICIPANT will indemnify such losses. **All PARTICIPANTS and Parents or Legal Guardians must sign below after reading this entire document.**

SIGNER STATEMENT OF AWARENESS
I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANTS PHYSICAL CONDITION,

Equine's Name _____ Equine Type _____

Owner's Name _____

SIGNATURE OF PARTICIPANT

DATE

SIGNATURE OF PARENT OR GUARDIAN for _____
NAME OF PARTICIPANT (Please Print) _____ DATE _____

PARTICIPANT Address in Full: _____ Home Phone #: _____

PARENT OR GUARDIAN Address in Full: (If Different then PARTICIPANT) _____ Work Phone #: _____

Home Phone #: _____ Cell Phone #: _____

This form must be completed, signed and returned by the current deadline for the Lucas County Fair, along with the club member's other registrations forms.