



Trail M Boarding & Guest Farm

1917/1921 Cuba Road, Wilmington, Ohio 45177

Manager - Bobby McMichael - Cell – 937-527-6788; Barn Phone 937-382-1042; Colleen Cell 937-527-6787

GUEST WAIVER & PERMIT

This Agreement is made and entered this _____ day of _____, 20__ between Trail M Outfitters. Ltd. dba Trail M Boarding & Guest Farm (referred to as “Stable” and _____, (referred to as “Guest”) if guest is a minor, Guest’s parent or guardian must also sign below.

Ohio Law limits the liability of *Trail M Boarding & Guest Farm*, for injuries or property damage you may incur while participating in an equine activity, observing/visiting a working equine facility or from the use of the facilities, property and/or services provided by the Stable. By signing this waiver, you understand that there are **inherent risks** that may include but are not limited to the following:

1. The propensity of an equine (“Equine” means a horse, pony, mule, donkey, hinny, zebra, zebra hybrid, or alpaca) to behave in ways that may result in injury, death, or loss to persons on or around the equine;
2. The unpredictability of an equine’s reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Hazards, including, but not limited to, surface or subsurface conditions;
4. A collision with another equine, another animal, a person or an object;
5. 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.

With full understanding of the inherent risks involved in equine activities, some of which have been described in the paragraph above, Guest(s) agree to waive, release and hold harmless Stable, the manager, employees, boarders, guest, agents, etc. and independent contractors whether they be trainers, instructors, veterinary personnel, farriers, equine care providers, maintenance personnel and the like. In so doing, Guest agrees to assume any and all risks involved in or arising from visiting a working equine facility or from the use of the facilities, property and/or services provided by the Stable.

Guest acknowledges that the unpredictability of horses poses a danger to children, and other people who are not used to being around horses. Children under the age of twelve (12) must be supervised at all times and in the custody and control of their parent/guardian. Guest is solely responsible for all actions and consequences caused by their invited guests, visitors and children.

If Guest is using his/her own horse, the horse must be free from infection, contagious or transmissible disease. Manager will have the right to refuse horse to unload if cause should arrive that horse’s health is in question or horse is deemed dangerous or undesirable. While Guest horse is at Stable, Stable shall not be liable for any sickness, disease, theft, death or injury suffered by the horse(s) or any other cause of action arising or connecting to the horse. All risks are assumed by Guest no matter how catastrophic and agree to hold Stable harmless from any claim cause by said horse(s) and agrees to pay legal fees incurred by Stable in defense of a claim resulting from damage by said horse(s). In the event that the Guest horse causes any property damage or personal injury, Guest agrees to hold Stable harmless from any and all liability, which may occur as a consequence, and agrees to pay for any and all damages to Stable property.

This Voluntary Waiver Agreement is made and entered into in the State of Ohio and shall be enforced and interpreted under the courts of laws of the State of Ohio. This agreement will be valid today and on all future dates.

Name of Participant(s)

Signature of Participant(s)

Signature of Guardian, if Participant is a minor

Address: _____

Phone: _____

E mail: _____

Please review Barn Rules (circle): Yes, I reviewed