



# Life's Little Adventures Farm Inc.

*Helping Hurting children and their Families!!!!*

Name: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Non-relative

Name: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Non-relative

## Insurance Information:

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Name/Address of Agent: \_\_\_\_\_

## Signatures:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Parent's/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Required if applicant is under 18 years of age

## LIABILITY RELEASE, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

Name: \_\_\_\_\_ (hereafter "Volunteer")

Address: \_\_\_\_\_

### Check appropriate Boxes:

- Under Age 18
- Age 18 or older
- Minimal or no riding experience
- Extensive riding experience

**Safety Question:** Does this Volunteer have any physical or mental condition(s) which may affect his/her safety and ability to ride/ volunteer?

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**Yes / No (Circle One)** If you circled "YES," please describe the condition(s) on the reverse side, and tell us how we can help with any special needs?

**PURPOSE OF RELEASE:** This Liability Release and Assumption of Risk Agreement ("this *Release*") is made by *Volunteer* (as defined below) in favor of Life's Little Adventures Farm, Inc. ("LLAF"), as of date set forth in the

signature block at the end of this *Release*. I agree that this *Release* shall be legally binding upon me, the *Volunteer*, the *Volunteer's Legal Guardian* (as defined below) if *Volunteer* is a minor, and my and my *Legal Guardian's* heirs, successors, estate, assigns, and personal representatives. This *Release* shall be construed according to the laws of the State of Ohio; any and all disputes shall be resolved in Wayne County, Ohio. This *Release* is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void, and the remainder shall remain in full force and effect.

**DEFINITIONS:** *Volunteer* means the *Volunteer* indicated above; and, if such individual is under the age of 18 (a minor), then *Volunteer* includes such individual's *Legal Guardian* (defined below), who intends to participate in a *Volunteer Activity* (defined below) for the benefit of LLAF, or any affiliate of LLAF. *Legal Guardian* means, as to a minor *Volunteer*, such minor's parent, guardian, custodian, or other legal representative executing this *Release* and otherwise legally acting on behalf of such minor. *Equipment* means farm or construction equipment, whether owned by *Volunteer*, LLAF, or any third party. *Tools* means hand tools, power tools, and ladders, whether owned by the *Volunteer*, LLAF, or any third party. *LLAF Property* means any and all land owned, used, occupied, or being prepared by LLAF or any affiliate of LLAF, and any personal property of LLAF including, but not limited to, *Tools* and *Equipment* owned, used, or rented by LLAF. *Livestock* means domesticated farm animals and other animals on LLAF *Property* or controlled by LLAF including, but not limited to, horses, cows, sheep, goats, chickens, peafowl, turkeys, pigs, dogs, cats, llamas, alpacas, and ostriches. *Volunteer Activity* means activities by a *Volunteer* including, but not limited to, (a) engaging as an *Equine Activity Participant* as defined in ORC 2305.321 Section (A)(3) (b) participating in an *Equine Activity*, as defined in ORC 2305.321 Section (A)(2), (c) engaging in the normal daily care of *Livestock*, *Livestock* living areas, barns, paddocks, and arena, feeding and otherwise working with or around or transporting *Livestock*, (d) preparing LLAF *Property* for use by LLAF for any purpose by clearing land by hand or using *Tools* and/or *Equipment*, including disposing of waste by transportation or by fire, (e) constructing structures, pens, stables, arena, paddocks, and similar buildings on LLAF *Property* by the use of *Tools* and/or *Equipment*, (f) cleaning and maintenance of LLAF *Property*, (g) engaging in activities for the purposes of educating minors in connection with the ministries of LLAF, including, but not limited to, interacting with such minors, engaging in farm life presentations, *Livestock* games and presentations, blacksmithing, assistance with camping or outdoor activities, and (h) educating people in the community. The term "horse" and "equine" herein shall refer to all equine species. The terms "I", "we" and "me" shall herein refer to the above identified *Volunteer*, and, if such *Volunteer* is a minor, such minor's *Legal Guardian*. Defined terms in this *Release* are indicated in italics and with the first letter capitalized unless otherwise required by law.

**INHERENT RISKS OF EQUINE ACTIVITY/ ACKNOWLEDGEMENT OF RISKS:** Risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine activities and stable activities, regardless of all feasible safety measures which can be taken, and *I acknowledge them and I hereby agree to assume all these risks*. These inherent risks include, but are not limited to, the following:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to 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;
- A collision with another equine, another animal, a person, or an object;

--The potential of an *Equine Activity Participant* to act in a negligent manner that may contribute to injury, death, or loss to the *Equine Activity Participant* or to other persons, including, but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the *Equine Activity Participant*.

**OTHER RISKS OF VOLUNTEER ACTIVITIES & ACKNOWLEDGEMENT OF RISKS:** Certain other *Volunteer Activities* may result in injury, death, or loss to person or property (*Harm*) due to various risks inherent in (meaning an integral part of) such activities, and *I acknowledge them and I hereby agree to assume all these risks*. These inherent risks include, but are not limited to, the following:

- *Harm* resulting from caring for and managing *Livestock*, as such animals have a propensity to bite and be generally unpredictable in their behavior;
- *Harm* resulting from clearing LLAF *Property*, including, but not limited to, working with ladders, *Tools* and *Equipment* and from lifting and maneuvering heavy objects; *Harm* from working in wooded areas; *Harm* from contact with wild or rabid animals and poisonous plants; and *Harm* from fire in connection with burning waste material (including, but not limited to, poisonous plants) or in connection with assisting with bonfires or campfires;
- *Harm* resulting from constructing or modifying of structures or other areas on LLAF *Property*, including, but not limited to, the inherent risks of working at heights; *Harm* due to use of *Tools* and *Equipment* and from lifting and maneuvering heavy objects; and

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– Harm from any kind of allergy, including, but not limited to, allergies to insect stings, foods, and dermatological allergens, and related medical matters that can arise as a result of being in a unaccustomed environment (wooded environment or around *Livestock*).

**PHOTO RELEASE - I/WE RELEASE:** All rights to photos and videos taken of me/us for future use by *LLAF* in publications of any kind (e.g., newsletters, books, Web based publications), videos/CDs/DVDs, television, radio, or other media.

**LIABILITY RELEASE/HOLD HARMLESS - I/WE AGREE THAT:** In consideration of *LLAF's* allowing my participation in *Volunteer Activities*, I (the *Volunteer* and/or the *Legal Guardian*, as applicable), for myself and on behalf of my heirs, estate, administrators, personal representatives, or assigns, do hereby agree to release and discharge *LLAF*, its owners, agents, employees, officers, directors, representatives, assigns, members; owners, lessors, and providers of *LLAF Property*; owners, lessors/lessees, and providers of trails; affiliated organizations, insurers, and others acting on behalf of any of the foregoing (hereinafter collectively referred to as *Associates*), of and from all claims, demands, causes of action, or legal liability of any kind, whether arising in tort or other civil action, whether the same be known or unknown, anticipated or unanticipated, due to *LLAF's* and/or its *Associates'* ordinary negligence or legal liability; and I/we do further agree that, except in the event of *LLAF's* gross negligence and/or willful misconduct, I/we shall not bring any claims, demands, legal actions, or causes of action, whether in tort or other civil action, against *LLAF* and/or its *Associates* as stated above in this paragraph, for any economic or non-economic losses due to bodily injury, death, and/or property damage, sustained by me and/or my minor child or legal ward in relation to the *Volunteer Activities*, *LLAF Property*, or the operations of *LLAF*. In addition, in connection with and a part of this *Release*, I/we agree to indemnify and hold *LLAF* and its *Associates* harmless from and against all loss, liability, or expense (including, but not limited to, attorneys' fees and costs) which they or any of them may incur as a result of personal injury, death, or property damage suffered by me and/or my minor child or legal ward resulting from participation in a *Volunteer Activity*.

**All Volunteers and Legal Guardians\* must sign below after reading this entire document.**

## **SIGNER STATEMENT OF AWARENESS**

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND AND AGREE TO ALL OF THE FOREGOING DISCLOSURES, AND THIS LIABILITY RELEASE, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT. I/WE FURTHER REPRESENT THAT I/WE HAVE RECEIVED, READ, AND UNDERSTOOD A COPY OF OHIO REVISED CODE 2305.321.

I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE ARE WAIVING AND GIVING UP ALL RIGHTS TO SUE, NOW AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS PROVIDED BY ME/US ARE TRUE AND ACCURATE. I/WE ARE SIGNING THIS WHILE OF SOUND MIND, NOT SUFFERING FROM SHOCK OR UNDUE INFLUENCE, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

\_\_\_\_\_  
**Signature of Volunteer (required for anyone 13 and over)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Legal Guardian (required for anyone under 18)**

\_\_\_\_\_  
**Date**

[Note: Person signing as Legal Guardian must be a parent or court-appointed legal guardian. No other person may sign as Legal Guardian.]

## Ohio Revised Code – 2305.321 Certain equine activities no liability

(A) As used in this section:

(1) "Equine" means a horse, pony, mule, donkey, hinny, zebra, zebra hybrid, or alpaca.

(2)(a) "Equine activity" means any of the following:

(i) 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, steeplechasing, english or western performance riding, endurance or nonendurance trail riding, western games, hunting, packing, and recreational riding;

(ii) An equine or rider training, teaching, instructing, testing, or evaluating activity, including, but not limited to, a clinic, seminar, or symposium;

(iii) The boarding of an equine, including, but not limited to, normal daily care of an equine;

(iv) The trailering, loading, unloading, or transporting of an equine;

(v) 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;

(vi) 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;

(vii) 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;

(viii) The provision of or assistance in the provision of veterinary treatment or maintenance care for an equine;

(ix) The conducting of procedures or assistance in the conducting of procedures necessary to breed an equine by means of artificial insemination or otherwise.

(b) "Equine activity" does not include horse or mule racing.

(3) "Equine activity participant" means a person who engages in any of the following activities, regardless of whether the person is an amateur or a professional or whether a fee is paid to participate in the particular activity:

(a) Riding, training, driving, or controlling in any manner an equine, whether the equine is mounted or unmounted;

(b) Being a passenger upon an equine;

(c) Providing medical treatment to an equine;

(d) Conducting procedures or assisting in conducting procedures necessary to breed an equine by means of artificial insemination or otherwise;

(e) Assisting a person who is engaged in an activity described in division (A)(3)(a), (b), (c), or (d) of this section;

(f) Sponsoring an equine activity;

(g) Being a spectator at an equine activity.

(4) "Equine activity sponsor" means either of the following persons:

(a) A person who, for profit or not for profit, sponsors, organizes, or provides a facility for an equine activity, including, but not limited to, a pony club, 4-H club, hunt club, riding club, or therapeutic riding program, or a class, program, or activity that is sponsored by a school, college, or university;

(b) An operator or promoter of, or an instructor at, an equine facility, such as a stable, clubhouse, pony ride, fair, training facility, show ground, or arena at which an equine activity is held.

(5) "Equine professional" means a person who engages for compensation in any of the following activities:

(a) Training, teaching, instructing, testing, or evaluating an equine or an equine activity participant;

(b) Renting to an equine activity participant an equine for the purpose of riding, driving, or being a passenger upon an equine;

(c) Renting equipment or tack to an equine activity participant for use in an equine activity;

(d) Providing daily care to an equine boarded at an equine activity;

(e) Providing or assisting in providing veterinary treatment or maintenance care to an equine;

(f) Conducting procedures or assisting in conducting procedures necessary to breed an equine by means of artificial insemination or otherwise.

(6) "Harm" means injury, death, or loss to person or property.

(7) "Inherent risk of an equine activity" means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

(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.

(8) "Person" has the same meaning as in section 1.59 of the Revised Code and additionally includes governmental entities.

(9) "Tort action" means a civil action for damages for injury, death, or loss to person or property. "Tort action" does not include a civil action for damages for a breach of contract or another agreement between persons.

(10) "Veterinarian" means a person who is licensed to practice veterinary medicine in this state pursuant to Chapter 4741. of the Revised Code.

(B)(1) Except as provided in division (B)(2) of this section and subject to division (C) of this section, an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity. Except as provided in division (B)(2) of this section and subject to division (C) of this section, an equine activity participant or the personal representative of an equine activity participant does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, a veterinarian, a farrier, or another person for harm that the equine activity participant allegedly sustained during an equine activity and that resulted from an inherent risk of an equine activity.

(2) The immunity from tort or other civil liability conferred by division (B)(1) of this section is forfeited if any of the following circumstances applies:

(a) An equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person provides to an equine activity participant faulty or defective equipment or tack and knows or should know that the equipment or tack is faulty or defective, and the fault or defect in the equipment or tack proximately causes the harm involved.

(b) An equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person provides an equine to an equine activity participant and fails to make reasonable and prudent efforts to determine the equine activity participant's ability to safely engage in the equine activity or to safely manage the equine based on the equine activity participant's representations of the participant's ability, the equine activity participant fails to safely engage in the equine activity or to safely manage the equine, and that failure proximately causes the harm involved.

(c) The harm involved is proximately caused by a dangerous latent condition of the land on which or the premises at which the harm occurs, an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person owns, leases, rents, or otherwise lawfully possesses and controls the land or premises and knows or should know of the dangerous latent condition, but does not post conspicuously prior to the time of the harm involved one or more signs that warn of the dangerous latent condition.

(d) An act or omission of an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person constitutes a willful or wanton disregard for the safety of an equine activity participant and proximately causes the harm involved.

(e) An equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person intentionally causes the harm involved.

(C)(1) Notwithstanding the immunity conferred by division (B)(1) of this section and the grounds for its forfeiture specified in division (B)(2) of this section, subject to divisions (C)(2)(b) and (3) of this section, an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person is not liable in damages in a tort or other civil action for harm that an equine activity participant allegedly sustains during an equine activity and that results from an inherent risk of an equine activity if that equine activity participant or a parent, guardian, custodian, or other legal representative of that equine activity participant voluntarily executes, prior to the occurrence of the harm involved, a written waiver as described in division (C)(2) of this section. Subject to divisions (C)(2)(b) and (C)(3) of this section, the equine activity participant who is the subject of that waiver or the parent, guardian, custodian, or other legal representative of the equine activity participant who is the subject of that waiver does not have a claim or cause of action upon which a recovery of damages may be based against, and may not recover damages in a tort or other civil action against, an equine activity sponsor, another equine activity participant, an equine professional, a veterinarian, a farrier, or another person in whose favor the waiver was executed.

(2)(a) A valid waiver for purposes of division (C)(1) of this section shall be in writing and subscribed by the equine activity participant or the parent, guardian, custodian, or other legal representative of the equine activity participant, and shall specify at least each inherent risk of an equine activity that is listed in divisions (A)(7)(a) to (e) of this section and that will be a subject of the waiver of tort or other civil liability.

(b) A waiver in the form described in division (C)(2)(a) of this section shall remain valid until it is revoked in the manner described in division (C)(3) of this section. Unless so revoked, such a waiver that pertains to equine activities sponsored by a school, college, or university shall apply to all equine activities in which the equine activity participant who is the subject of the waiver is involved during the twelve-month period following the execution of the waiver.

(3) A valid waiver in the form described in division (C)(2)(a) of this section may be revoked in writing by the equine activity participant or the parent, guardian, custodian, or other legal representative of the equine activity participant who executed the waiver. The revocation of the waiver does not affect the availability of the immunity conferred by division (B)(1) of this section.

(D)(1) This section does not create a new cause of action or substantive legal right against an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person.

(2) This section does not affect the availability in appropriate circumstances of a civil action based on a product liability claim under sections 2307.71 to 2307.801 of the Revised Code.

Effective Date: 03-03-1997