

**WAIVER, RELEASE, INDEMNIFICATION AND ASSUMPTION
OF RISK AGREEMENT**

RESIDENT CAMP and LAKEVIEW RANCH HORSEBACK RIDING

_____	_____	_____
Name of Participant	Age	Telephone Number
_____	_____	_____
Address	City and State	Zip Code

If minor, name of Parents, Guardian,
Custodian or Legal Representative

Girl Scouts of Ohio's Heartland Council, Inc. ("council") provides a horse programs for girls ("equine activity") at both resident Camp Molly Lauman and the adjacent LakeView Ranch. These programs are not a mandatory part of the resident camp or Girl Scout experience, but may, however, be enjoyable to some of the participants.

The council has experienced horseback riding instructors on staff and also utilizes a full-time year round equestrian manager who is overseeing the provision of horses, use of horseback riding equipment and tack, and the design and operation of the horseback riding programs.

There are inherent risks of any equine activity that are an integral part of an equine activity, 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 the equine's reaction to sounds, sudden movements, 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; and
- (e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death or loss to 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.

Anyone who is unwilling to assume the inherent risks of an equine activity, or who is unwilling to assume such a risk on behalf of his or her child, ward, or charge, should not participate in, or permit such child, ward or charge to participate in the horseback riding program.

This waiver, release of liability, indemnification and assumption of risk agreement must be signed and agreed to by all who intend to participate in these equine activities.

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If a participant chooses to participate in, or a parent, guardian, custodian or other legal representative chooses to permit his or her child, ward, or charge to participate in the resident camp and LakeView Ranch horseback riding program, in consideration of the services performed by the council in connection with the resident camp and LakeView Ranch horseback riding program, the participant, and, if a minor, her parent, guardian, custodian, or other legal representative must sign on the lines provided below

By signing below, the undersigned participant and if a minor her parent, guardian, custodian or other legal representative, on behalf of such participant and himself or herself, do hereby:

- 1) To the full extent permitted by law, including, but not limited to, Section 2305.321, Ohio Revised Code, waive liability and damages in a tort or other civil action for harm that the participant may sustain arising out of the equine activity, against the council, any other participant in the equine activity, or any veterinarian, farrier, or other caretaker involved with the horses, and their respective successors, assigns, employees, agents, directors, trustees, or volunteers (collectively the "beneficiaries").
- 2) Release, acquit and forever discharge the beneficiaries from all claims, demands, and causes of action of any kind or on account of any personal injury or damage of any kind sustained.
- 3) Agree to indemnify and hold harmless the beneficiaries from all loss, costs, expenses, damages and claims for damages, including defense costs and attorneys fees, for injury to or damage to the property of, any person caused or claimed to have been caused by the undersigned participant.
- 4) Understand that this outdoor adventure involves certain dangerous risks; and further understand that horses, despite training and past characteristics, may be unpredictable at times and can cause personal injury, death and property damage by many means, including, but not limited to, throwing the rider, breaking into a run, falling on a rider, kicking a rider and colliding with a rider and there can be equipment problems which contribute to injury or loss. Therefore, the undersigned agree that they voluntarily assume the risk of accident or damage to the undersigned participant of her property.

The undersigned have carefully read the foregoing and have voluntarily signed this agreement for the purpose of granting the waivers, releases and indemnities and assuming the risks, all as provided above.

Date: _____

Participant: _____

Date: _____

Parent, Guardian, Custodian, or other
Legal Representative: _____

Date: _____

Parent, Guardian, Custodian, or other
Legal Representative: _____