

Opening Date: 5/20/24

June Jubilation

Closing Date: 6/14/24

MID-OHIO WESTERN
DRESSAGE
JUNE JUBILATION

ON JUNE 22, 2024

AT



HOME OF JOY FARM

3315 LAKE ROAD NE LANCASTER OH 43130
WWW.HOMEOFJOYFARM.COM OR ON
FACEBOOK

WESTERN DRESSAGE ASSOCIATION
OF AMERICA



Judge:

Susan Posner, WDAA "R" Judge.

Manager & Day-of Show Secretary:
Vicki Milliron

Email: VickiMilliron@hotmail.com

Phone: 740-739-0185

Entry Secretary: Susan Peacock
405-760-0135

susan@showsecretary.com

Mail entries to:

837 Glenlake Dr. Edmond, OK 73013

The show is an AQHA Special Event.

*For more information and prize list updates, go to
www.showsecretary.com*



**Thoroughbred
Incentive Program**

AQHA
AMERICAN QUARTER
HORSE ASSOCIATION

WDAA Recognized Show #24-164

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SAT	SUN	CLASS DESCRIPTION	DIVISION	CLASS FEE	JR/YR CLASS FEE
1WDS1		WDAA Suitability - Walk/Jog	O, AA, JR/YR, Gaited	\$20.00	\$15.00
1WDS2		WDAA Suitability - Walk/Jog/Lope	O, AA, JR/YR, Gaited	\$20.00	\$15.00
1WDH		WDAA Dressage Hack	O, AA, JR/YR, Gaited	\$20.00	\$15.00
1WDE1		WDAA Equitation on the Rail - Walk/Jog	O, AA, JR/YR, Gaited	\$20.00	\$15.00
1WDE2		WDAA Equitation on the Rail - Walk/Jog/Lope	O, AA, JR/YR, Gaited	\$20.00	\$15.00
1WDI1		WDAA Intro Level Test 1	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WDI2		WDAA Intro Level Test 2	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WDI3		WDAA Intro Level Test 3	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WDI4		WDAA Intro Level Test 4	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WDB1		WDAA Basic Level Test 1	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WDB2		WDAA Basic Level Test 2	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WDB3		WDAA Basic Level Test 3	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WDB4		WDAA Basic Level Test 4	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WD11		WDAA Level 1 Test 1	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WD12		WDAA Level 1 Test 2	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WD13		WDAA Level 1 Test 3	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WD14		WDAA Level 1 Test 4	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WD2TOC		WDAA Level 2-5 Test of Choice A*	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WD3TOC		WDAA Level 2-5 Test of Choice B*	O, AA, JR/YR, Gaited	\$30.00	\$25.00
1WD4TOC		WDAA Level 2-5 Test of Choice C*	O, AA, JR/YR, Gaited	\$30.00	\$25.00
*indicates entry must specify which test will be ridden					

For more information and prize list updates, go to www.showsecretary.com

EVERY CLASS OFFERED HEREIN WHICH IS COVERED BY THE RULES AND SPECIFICATIONS OF THE CURRENT USEF RULE BOOK WILL BE CONDUCTED AND JUDGED IN ACCORDANCE THEREWITH.

MID-OHIO WESTERN DRESSAGE JUNE JUBILATION FEE SCHEDULE	
Show Fees:	
Show Office Fee	\$15.00
Late Entry Fee (if space available and per entry per show)	\$30.00
Entries sent USPS that require a signature	\$30.00
Change after closing date (per change)	\$20.00
Incomplete entry fee (per entry)	\$10.00
Returned check/declined credit card fee * See credit card statement below	\$35.00
Stall Fees: (Limited stalls available)	
Day Stall/Shavings included 7:30 AM day of show to end of show	\$70.00
Overnight Stall/Shavings Included (5 PM previous night and out by 7 PM following night)	\$85.00
Other Fees:	
AQHA Fee per horse/rider combination per day	\$12.00
Haul-In/Tie to Trailer (for horses not having a stall)	\$25/day/horse
Non-compete Fee	\$30.00
Total	
Credit Card Entries: Credit Cards are only accepted through showsecretary.com online entries. A convenience fee of 3.5% of total entry will be charged. Credit cards written on mailed or faxed entries will be not processed.	

This show will be governed by USEF/WDAA Western Dressage rules.

Protective head gear is required while mounted.

Mid-Ohio Dressage Association (MODA) is a 501(c)3 non-profit organization recognized by the Internal Revenue Service and The State of Ohio. The current president is Jessica Miltimore-Kuhnash.

ONLINE ENTRIES ARE NOW AVAILABLE AT: WWW.SHOWSECRETARY.COM

For more information and prize list updates, go to www.showsecretary.com

Entries: Entries must be postmarked on or before the closing date. Entries postmarked after closing date will be considered post entry and will incur late fees. FOR SPECIAL DELIVERIES, PLEASE SEND ENTRIES WITHOUT A SIGNATURE NEEDED. NO CERTIFIED, REGISTERED, OR EXPRESS MAIL WITH A SIGNATURE NECESSARY FOR RECEIPT WILL BE ACCEPTED. Online entry is available at www.showsecretary.com. You may also mail your paper entry and check to Susan Peacock. Make checks payable to MODA – Mid-Ohio Dressage Association and send with entry to **Show Secretary: Susan Peacock, 837 Glenlake Dr., Edmond, OK 73013**. No post-dated checks accepted. Entries are accepted on a first-come, first-served basis, based on postmark date and entries may be limited. Those entries postmarked after closing will be accepted at the discretion of the show secretary, based on space available basis and charged a \$30.00 late fee per show. If the classes are oversubscribed, a Waiting List (in order of receipt) will be maintained. Management reserves the right to refuse any entry.

Vaccination & Coggins: Records must be uploaded or mailed with your show entry in order for your entry to be accepted. A negative Coggins (EIA) Report listing the horse's recorded show name within one year of show dates is required for all horses on the grounds, including haul-ins. Show numbers will not be assigned without negative Coggins.

Official Ride Times: Provisional times will be available to competitors at www.showsecretary.com. Please inform the Show Secretary of any time conflicts as soon as possible after receiving provisional ride times.

Refund Policy: Cancellations prior to closing date will be refunded, less office fee(s). No refunds will be given after closing date.

Hazardous Weather/Act of God/Accident Policy: Management reserves the right to cancel any classes due to hazardous weather, acts of God, accident, or emergency. Every effort will be made to reschedule with priority given to any qualifying classes being offered. No refunds for cancellations due to hazardous weather, acts of God, accidents, or emergencies.

Schedule: Classes may not necessarily run in the order listed on the prize list. It is the responsibility of the rider to inform the show secretary of any time conflicts as soon as possible after receiving the schedule. Management reserves the right to change officials, limit entries, combine or cancel classes, and modify the schedule, to modify or cancel awards and/or make whatever changes are required by circumstances to the competition specifications listed herein. Show management reserves the right to cancel classes insufficiently filled and to refuse or require withdrawal of any entry for cause deemed sufficient by show management.

JR/YR Division: Riders must be under 21 as of January 1, 2024 to receive JR/YR pricing.

Lead Line: Individual leading the horse/pony must be 18 years of age or older. The leading rein should be attached to the cavesson, noseband, or halter while leaving control of the horse to the rider. Rider must wear a shoe with a heel and their feet must be in the stirrups. Riders and handlers must comply with helmet rules. Stallions may not participate in the leadline class.

Helmets: Protective headgear is required for all riders any time mounted.

Scores: It is the responsibility of all competitors to verify the accuracy of all scores. Scoring errors must be reported to the Show Secretary within one hour of the official posting of the scores from the last class of the show day during which the score was earned.

Awards: Ribbons will be given through six places.

Year End Awards: Members of MODA are eligible for year end awards in both Classical and Western Dressage. MODA awards a Classical and Western Crossover buckle for the horse and rider pair with the highest scores at the same level in both disciplines.

Non-compete horses: Non-compete horses are welcome if space permits. Owner is required to complete an entry form and pay all applicable fees.

Show Rules: All classes will be conducted in accordance with the rules of WDAA. All decisions made by the Judge and/or Show Management are final and cannot be protested. Show Management reserves the right to ask any exhibitor to leave the show grounds for any reason, including but not limited to unsportsmanlike conduct and animal cruelty. Management reserves the right to combine or cancel classes, vary or add officials.

Breaking Scoring Ties: In the case of a scoring tie, ties will be broken per the USEF WD127.

TIP Awards: Thoroughbred Incentive Program awards sponsored by The Jockey Club are being offered at this show in the following categories: High Score Western Dressage Thoroughbred (Overall). For more information and prize list updates, go to www.showsecretary.com

Stabling: Shavings are provided. Each stall is 12X12 and has a Nelson automatic water and feed bowl. Most stalls share a waterer, however you may provide your own bucket, water and bucket hook and feed bowl. Horses can touch noses through the bars on the stalls. You are expected to clean your own stall during the show and before departing. A wheel barrow, shovel, broom and manure fork will be provided and you will need to dump the manure in the manure pit. Groups wishing to be stabled together must all use the same name or group name on the "Stable Group" line of entry form. We cannot guarantee that horses will be able to be grouped together because of the limited space. Every possible effort will be made to honor these requests; however, no guarantees will be made. Stall chart will be posted and check-in will begin at 5:00 pm on Friday. Stalls must be vacated by 1 hour after the last ride. Horse or Tack stalls cannot be changed/switched unless you obtain approval from Show Office. Contact the day of show secretary for stabling conflicts.

Class/Test Limit: Each horse can be entered in no more than 4 classes total per day and with no more than 2 different riders each day. Horses may only be shown at 2 consecutive levels.

AQHA & WDAA Information:

- You do not need to be a member of any organization to compete at this show. All breeds are welcome!
- Bridle numbers must be displayed at all times.
- This show will be governed by USEF Western Dressage rules, WDAA rules, and AQHA rules.
- In accordance with these rules WDAA exhibitors will be subject to horse, tack, and attire check of at least one-third of the entrants. This check will occur after the test outside of the arena. Any horse must be eliminated from the test if a horse or any tack is in violation of the rules.
- Exhibitors competing for WDAA points:
 - Must be WDAA members and include their owner and rider WDAA numbers on the entry form.
 - WDAA classes, to compete as an adult amateur (AA) you must have a USEF/WDAA amateur card, otherwise you must show in the open division.
 - WDAA members are responsible for submitting their own test results to WDAA per their rules.
 - Current WDAA/USEF Western Dressage tests will be used. These are available at www.westerndressageassociation.org

For more information and prize list updates, go to www.showsecretary.com

- Exhibitors competing for AQHA points both Traditional and Western Dressage:
 - There is an AQHA processing fee per horse/rider combination each day. See Fee Schedule.
 - To be eligible, the horse must be AQHA registered, and the exhibitor must have a current AQHA individual membership.
 - Open, amateur and youth eligibility based on criteria found in the AQHA Official Handbook (free at AQHA.com)
 - Eligibility can be found under rules SHW215, SHW 220, SHW 225, and SHW 235.
 - Horse registration number and exhibitor membership number must be on the entry form. Exhibitors are responsible for the accuracy of their entries.
 - A photocopy of the horse's papers (front and back) as well as a photocopy of the AQHA exhibitor current membership card must be provided at the time of bridle number pick-up. These copies will not be returned.
 - Exhibitors of TRADITIONAL dressage AQHA horses must pay an AQHA competition license fee of \$85 which is made payable to AQHA and mailed directly to AQHA. This fee is for the lifetime of the horse. Proof of license is required with entry.
 - All AQHA rules for Traditional Dressage and Western Dressage are available in the current AQHA rulebook SHW 680 and SHW 682.
 - AQHA horses will not run in a separate class. Their test and their scores will be separated out for the purpose of submission to AQHA.
 - AQHA points are offered beginning at the Training/Basic Level. Introductory and Intro levels are not eligible for AQHA points.

Facility Information:

- ✓ The facility is a private farm and courtesy is expected to enable future shows. Clean up after yourself and your horse.
- ✓ ABSOLUTELY NO DOGS ALLOWED.
- ✓ **No smoking on the property**
- ✓ Alcohol is not permitted on the property.
- ✓ A porta john will be available.
- ✓ Bring water for your horse to drink and to cool your horse down.
- ✓ Size and footing of the indoor and outdoor arenas: 20 meters by 60 meters with sand footing. The outdoor arena may be subdivided.
- ✓ Management reserves the right to use the small 20X40 meter arena if scheduling warrants it.
- ✓ Lunging is allowed in the round pen.
- ✓ Warm up and practice can be done in the outdoor arena adjacent to the round pen.
- ✓ Hand grazing is permitted in the fenced area around the round pen.
- ✓ Warm up is permitted in the outdoor arena.
- ✓ Parking is in a gravel lot adjacent to the barn and arenas. Camping and motor home or trailer electricity is NOT available. NO PARKING BY BUILDINGS. NO PARKING BY BARNS OR MANURE PIT AREAS. Violators may be towed at the owner's expense.
- ✓ No arrivals prior to 5:00 p.m. on the day before the show and must leave 1 hour after last ride on the day of show. If you need an early arrival or late departure contact Laura Bradford at 614 679-1198 to see if your needs can be met.

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Facility Entrance Directions:

From the Route 70: From 70 Exit at Route 37 going south to Coonpath Road. Go East (left) on Coonpath to Lake Rd NE. Turn right (south) on Lake Road. Home of Joy Farm is on the right.

Route 33 from Athens: Take 33 business route into Lancaster. Right onto Main Street through downtown Lancaster. Stay on 22 to Colfax. Take a left on Lake Road. Home of Joy Farm will be on the left before Coonpath Road.

Route 33 from Columbus. Take 33 business route to Coonpath Road. Continue on Coonpath through Route 158 and then Route 37. Continue on Coonpath to Lake Rd. Turn right on Lake and Home of Joy Farm will be on your right.

For more information and prize list updates, go to www.showsecretary.com

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MID-OHIO WESTERN DRESSAGE JUNE JUBILATION - ENTRY FORM
JUNE 22, 2024 AT HOME OF JOY FARM

Rider Name: WDAA Number: AQHA Number: USEF Number:		Rider Birthdate (JR/YR only):	
Email:		Phone #:	
Street Address:			
City:		State:	Zip:
Horse Name: (Use 1 entry form per horse/rider combination) WDAA Number: AQHA Number: USEF Number:			
Class #:	Test Name:	Division:	Fee:
Subtotal Class Fees			
Show Fees:			
Fee - Office			\$15
Fee-AQHA	\$12 per day for AQHA entries ONLY		
Fee-Day Stall (includes haul-in fee)	\$70		
Fee-Overnight Stall (includes haul-in fee)	\$85		
Stabling Group Name			-----
Fee-Haul-In/Tie to Trailer	\$25 per day per horse		
Non-compete Horse	\$30 per day per horse		
Subtotal Show Fees			
Grand Total of Class Fees and Show Fees			

See next page for releases required with entry.

For more information and prize list updates, go to www.showsecretary.com

OHIO LIABILITY RELEASE AND ACKNOWLEDGMENT I AGREE THAT: I choose to participate voluntarily in the Mid-Ohio Dressage Association (MODA) **June Jubilation** Show. I am fully aware and acknowledge that horseback riding and equine activities carry inherent dangerous risks of accident, loss and serious bodily injury. In accordance with the Ohio’s Equine Liability Act, Ohio Revised Code 2305.321, I do hereby acknowledge the following **INHERENT RISKS OF EQUINE ACTIVITIES**: 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 sound, sudden movement, unfamiliar objects, person 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.

I AGREE THAT: in consideration of the Mid-Ohio Dressage Association allowing my participation in Mid-Ohio Dressage Association’s hosted or sponsored activities, and/or any other equine activity, under the terms set forth herein, I, the rider, and the parent or guardian thereof if a minor, do (a) agree to hold harmless and release the Mid-Ohio Dressage Association, its, agents, volunteers, employee, officers, member, premises owner, affiliated organizations and insurers from legal liability due to any of their negligence or the negligence or actions of other riders, auditors, clinicians or spectators, (b) waive any legal claim I or my minor child or ward named below may have against the Mid-Ohio Dressage Association, its agents, volunteers, employees, officers, members, premises owners, affiliated organizations and Insurers for injuries resulting from any **INHERENT RISKS OF EQUINE ACTIVITIES**, as described above in Ohio Revised Code 2305.321, and (c) agree that I am participating in all equine activities hosted, organized or sponsored by Mid-Ohio Dressage Association at my own risk and assume all risk of damage or injury to my person, horse, or property other than that due to the intentional misconduct of the Mid-Ohio Dressage Association. I understand that this waiver will remain effective unless and until revoked by me in writing. I also agree that the Mid-Ohio Dressage Association or its agents may terminate any activity at their discretion in order to maintain a safe, professional and organized environment

I UNDERSTAND AND HAVE READ THIS RELEASE AGREEMENT AND AGREE TO ITS CONTENTS.

Rider’s Signature: _____ Date: _____
 (If rider is minor, this must be signed by rider’s parent or legal guardian)

Printed Name: _____

Minor’s Name: _____

For more information and prize list updates, go to www.showsecretary.com

Home of Joy Farm Boarding Stable Visitor Hold Harmless and Indemnification Agreement – Adult

This Boarding Stable Visitor Hold Harmless and Indemnification Agreement – Adult is being entered into as of _____ 20____
by Home of Joy Farm LLC of 3315 Lake Rd NE, Lancaster, OH, 43130 ("Stable")
Name Address City State Zip
and _____ of _____, _____, _____, _____ ("Visitor").
Name Address City State Zip

1. **Purpose of Agreement.** Visitor wishes to visit Stable and ride and handle one or more horses on the Stable premises. In consideration for Stable permitting Visitor to visit Stable, Visitor agrees to release and indemnify Stable and certain other parties from all claims as set forth in this agreement.

2. **Hold Harmless Agreement.**

- 2.1. **Safe Behavior around Horses.** To help prevent injuries and/or death, Visitor agrees to follow carefully any instructions that may be given to Visitor by Stable regarding horse behavior and handling. Visitor agrees to follow carefully all of Stable's barn rules.
- 2.2. **Safe Riding Attire.** Visitor agrees to wear heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when visiting Stable and an ASTM/SEI certified safety helmet fastened securely under the chin while riding. 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 Stable 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) Visitor does not have any physical or mental conditions that may prevent Visitor from safely participating in horse-related activities.
- 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 Stable and handling, caring for and riding horses. 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. Stable property may contain defects. For example, footing at Stable, including arena, round pen, and pasture footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. Visitor expressly assumes all risks of visiting Stable and engaging in horse-related activities, including the risk that the Stable and its owners, employees, agents and contractors (collectively, the "Stable Parties") may be negligent. Accordingly, Visitor agrees upon behalf of the Visitor Parties not to sue the Stable Parties or otherwise make a claim against the Stable Parties in connection with any injury or death.
- 2.5. **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 Stable does not inspect or maintain any trails or paths, on or off of Stable's property, and Stable 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 Stable Parties may be negligent.
- 2.6. **Visitor's Indemnification Agreement.** Visitor agrees to defend, indemnify and hold the Stable 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 in connection with any action or inaction taken by Visitor.



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- 2.7. **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 Fairfield 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: Attorney's 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.

Visitor

Stable

Signature: _____	Signature: _____
Name (printed): _____	Name (printed): _____
Date: _____	Date: _____



Home of Joy Farm Boarding Stable Visitor Hold Harmless and Indemnification Agreement – Youth

This Boarding Stable Visitor Hold Harmless and Indemnification Agreement – Youth is being entered into as of _____, 20____,

by Home of Joy Farm, LLC of 3315 Lake Rd NE Lancaster OH 43130 ("Stable")
Name Address City State Zip

and _____ of _____ _____ _____ _____ ("Parent")
Name Address City State Zip

on behalf of _____
Name Address City State Zip ("Youth").

1. **Purpose of Agreement.** Parent wishes for Youth to visit Stable and ride and handle one or more horses on the Stable premises. In consideration for Stable permitting Youth to visit Stable, Parent agrees to release and indemnify Stable and certain other parties from all claims as set forth in this agreement.
2. **Hold Harmless Agreement.**
 - 2.1. **Safe Behavior around Horses.** To help prevent injuries and/or death, Parent agrees to ensure that Youth follows carefully any instructions that may be given to Youth and/or Parent by Stable regarding horse behavior and handling. Parent agrees to ensure that Youth follows carefully all of Stable's barn rules.
 - 2.2. **Safe Riding Attire.** Parent agrees to ensure that Youth wears heeled boots, long pants, a long-sleeved shirt and gloves designed for riding when visiting Stable and an ASTM/SEI certified safety helmet fastened securely under the chin while riding. If Parent does not ensure that Youth wears these items, Parent assumes the increased risk of injury or death associated with failing to wear such protective attire. Parent agrees that Stable has no duty to provide safety attire for Youth.
 - 2.3. **Parent's Representations and Warranties.** Parent makes each of the following representations and warranties on behalf of Parent, Youth, and their respective guardians, heirs and assigns (collectively, the "Youth Parties"):
 - (a) Parent has the requisite authority to enter into this Agreement upon behalf of the Youth Parties and all other person(s) who may have custody rights or authority with respect to Youth.
 - (b) Parent will either be present during Youth's visit to Stable or, in Parent's absence, Parent grants Stable and its owners, employees, agents and contractors (collectively, the "Stable Parties") full authority to make all decisions on behalf of Youth and Parent, including medical care, and Parent agrees to hold the Stable Parties harmless for any injuries or death to Youth that may result from such decisions made by the Stable Parties.
 - (c) Youth does not have any physical or mental conditions that may prevent Youth from safely participating in horse-related activities.
 - 2.4. **Risk of Injury or Death to Youth and Parent.** Parent understands that horse-related activities are inherently dangerous and expressly assumes the risks associated with Youth and Parent visiting Stable and handling, caring for and riding horses. Parent 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 Youth, Parent or others. Stable property may contain defects. For example, footing at Stable, including arena, round pen, and pasture footing, can contain holes, rocks, uneven portions or otherwise be unpredictable. **Parent expressly assumes all risks of Parent and Youth visiting Stable and engaging in horse-related activities, including the risk that the Stable Parties may be negligent. Accordingly, Parent agrees upon behalf of the Youth Parties not to sue the Stable Parties or otherwise make a claim against the Stable Parties in connection with any injury or death.**



- 2.5. **Trail Riding Risks.** Parent 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 Youth to fall off or otherwise become injured or die. Horses may also stumble or trip over natural or manmade obstacles, injuring horses and/or Youth. **Parent understands that Stable does not inspect or maintain any trails or paths, on or off of Stable's property, and Stable makes no warranty whatsoever regarding the safety of paths and trails. Parent understands and expressly assumes all risks associated with Trail Riding, including the risk that the Stable Parties may be negligent.**
- 2.6. **Parent's Indemnification Agreement.** Parent agrees to defend, indemnify and hold the Stable 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 Youth Parties or brought by others in connection with any action or inaction taken by Youth or Parent.
- 2.7. **Waiver of Unknown Claims.** Upon behalf of the Youth Parties, Parent expressly waives any rights that the Youth 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 Fairfield 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: Attorney's 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.

Parent

Stable

Signature: _____

Signature: _____

Name (printed): _____

Name (printed): _____

Date: _____

Date: _____

