

**INDIVIDUAL AGREEMENT AND GENERAL WAIVER OF LIABILITY
WITH STARTBOX PRODUCTIONS, LLC**

WARNING ORC Ann. 2305.321 (2015) Immunity as to equine activity risks:

Under the Ohio equine activity liability law mentioned above an equine activity sponsor, equine activity participant, equine professional, 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

"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.

It is mutually understood and agreed that the liability release contained in this portion of the agreement shall constitute a waiver of liability **beyond the provisions of the Ohio law**, ORC Ann. 2305.321 (2015).

I, _____ (printed name), ("Participant") understand that the sport of horseback riding and jumping is inherently dangerous and that serious injury and death can occur. I understand that participation in any lessons or activities with horses involve necessary risks. I agree that if any injury occurs to me or the horse I am in control of, or to any equipment that I may use or send to use, I will make no claim against StartBox Productions, LLC and their employees, agents, insurers, representatives, heirs, assigns, affiliated persons and others acting on their behalf. I further agree to hold StartBox Productions, LLC and their employees, agents, insurers, representatives, heirs, assigns, affiliated persons and others acting on their behalf ("Released Parties"), free and harmless from any liability, claims, suits or damages of whatsoever kind or nature that may be occasioned by the actions or inactions of StartBox Productions, LLC caused in whole or in part by the ordinary negligence or legal liability of StartBox Productions, LLC. I agree to indemnify and hold harmless StartBox Productions, LLC and their employees, agents, insurers, representatives, heirs, assigns, affiliated persons and others acting on their behalf against all liability, claims, suits and expenses including attorney fees, court or arbitration costs incurred, arising out of any injury to myself or any person or damage to any property caused by me, my horse or attendants regardless of whether or not any disputes result in a concluded trial or concluded arbitration proceeding. This waiver covers all activities I may engage with StartBox Productions, LLC or that I may request StartBox Productions, LLC to undertake on my behalf. The term "damages" means medical expenses, expenses or losses incurred because of bodily injury or property damages, and/or personal property damages.

I am not releasing any of the above Released Parties from loss, injury, or damage that is directly caused by gross negligence or willful and wanton misconduct.

FOR GOOD CONSIDERATION, the undersigned jointly and severally hereby forever releases, discharge, acquit, and forgive StartBox Productions, LLC from any and all claims, actions, suits, demands, agreements, and each of them, if more than one, liabilities, judgments, and proceedings both at law and in equity arising out of the Participant's participation in, or observance of, equine activities.

This release shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

I REPRESENT (please check and initial each box below):

I AM OF SOUND MIND, AND I AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;

I HAVE READ THIS ENTIRE WAIVER, AGREEMENT AND LIABILITY RELEASE TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND

AND OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

This waiver and release of liability **shall apply at all times, now and in the future**, in any events conducted by StartBox Productions, LLC.

I HAVE READ THIS CAREFULLY BEFORE SIGNING

Signature of Participant (if over age 18) or Parent's Signature

Print name of Participant

Date