

FREEDOM PATH, INC.

PERPETUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of participating in the equine activities offered by Freedom Path, Inc., its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Freedom Path"), I hereby agree, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

(1) I acknowledge that participation in equine activities and other related activities entails KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, DEATH, OR DAMAGE TO ME OR MY CHILD, TO PROPERTY, OR TO THIRD PARTIES. I understand, despite Freedom Path's use of reasonable care, that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine; unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons or other animals; hazards, including, but not limited to, surface or subsurface conditions; the possibility of a collision with another equine, another animal, a person or an object; 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, or the negligence of other participants, Freedom Path, or myself; my own physical condition; physical contact with others.

(2) I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING in the activities at Freedom Path. Participation by me or my child in activities at Freedom Path is purely voluntary, and I elect to participate, or allow my child to participate, in spite of the risks.

(3) I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS FREEDOM PATH FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, which are in any way connected with me or my child's participation in activities at Freedom Path or my use of Freedom Path's equipment or facilities, **INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT, RECKLESS, WANTON OR INTENTIONAL ACTS OR OMISSIONS OF FREEDOM PATH. I UNDERSTAND THAT THIS PERPETUAL RELEASE/WAIVER WILL APPLY TO EACH AND EVERY OCCASION THAT I OR MY CHILD VISIT A FREEDOM PATH FACILITY UNTIL I REVOKE THIS AGREEMENT IN WRITING.**

(4) Should Freedom Path or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FROM ALL SUCH FEES AND COSTS.

(5) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that neither I nor my child have any medical or health conditions that pose a danger to us or others and we assume the risk of any medical or physical condition that we may have.

(6) In the event that I file a lawsuit against Freedom Path, I agree to do so solely in the Courts of Hamilton County in the State of Ohio, and I further agree that the substantive law of Ohio shall apply in that action without regard to the conflict of law rules of that state.

(7) I represent that I have the legal authority to execute this agreement on behalf of the minor children listed below and **I AGREE TO INDEMNIFY AND HOLD HARMLESS FREEDOM PATH FROM ALL CLAIMS MADE BY OR ON BEHALF OF THESE CHILDREN, THEIR GUARDIANS AND REPRESENTATIVES.**

(8) I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN ACTIVITIES AT FREEDOM PATH, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST FREEDOM PATH ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

MUST BE AT LEAST 18 YEARS OLD TO FILL OUT THIS SECTION (All minors must be

Signature of Adult Participant (At least 18 years old) or Parent/Guardian: _____

Print Name (Adult Participant or Parent/Guardian): _____

Email: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip _____

Today's Date: _____ Parent/Guardian and/or Adult Participant DOB (MM/YY): [__ / __]

listed on page 2)

Relationship to Participant(s):

Today's Date:

(father, mother, legal guardian
etc.)

Minor Name: DOB (MM/DD/YYYY) /

Minor Name: DOB (MM/DD/YYYY) /

Minor Name: DOB (MM/DD/YYYY) /

Minor Name: DOB (MM/DD/YYYY) /