



# Mounted Archery SUMMER PARK PASS

Park Passes are good for all open practice days hosted by Creek Side (OQHA & Mounted Archery). Park is open from May 1 - 1<sup>st</sup> weekend in October. See schedule for open park days.

On Event days hosted by Creek Side:(OQHA & Mounted Archery open days/events are Creek Side Hosted) You are welcome to come and trail ride but the course will not be available for practice unless you are participating in the event. If a non Creek Side event, your pass is invalid.

Pass holders will be required to sign a waiver form and go over the rules the first time out to the park for the season and you will be given your park pass at that time.

Pass includes camping. A t-shirt and a special Mounted Archery item (limited number). These items will be distributed the first time you come to the park for the season.

Any unsportsmanship conduct during the season is grounds for revoking park pass without a refund.

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\$40 - Mounted Archery Park Pass

Total \_\_\_\_\_

Name(s) for passes \_\_\_\_\_

Youth Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact when on the grounds \_\_\_\_\_ Phone \_\_\_\_\_

# CREEKSIDE HORSE PARK LLC

**RELEASE OF LIABILITY BY EQUINE ACTIVITY PARTICIPANT** The undersigned, does hereby agree that I am, or my child/ward is, an equine activity participant. **An equine activity participant is subject to the inherent risks of equine activity** as defined in Ohio Revised Code 2305.321, including, but not limited to, any or all of the following:

- (a) The propensity of an equine to behave in ways that may result in injury, death or loss to persons or property including the unpredictability of an equine's reaction to sounds, movements, objects, persons or other animals, which proximately causes harm to the equine activity participant.
- (b) An equine activity sponsor, equine activity participant, equine professional, veterinarian, farmer, or other person who provides 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 harm to the equine activity participant.
- (c) An equine activity sponsor, equine activity participant, equine professional, veterinarian, farmer, or other person provides an equine to an equine activity participant, and fails to make reasonable and prudent efforts to determine his or her ability to safely engage in the equine activity or to safely manage the equine based on 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 harm to the equine activity participant.
- (d) Harm is proximately caused to the equine activity participant by a dangerous latent condition of the land on which, or the premises at which, the harm occurs, and an equine activity sponsor, other 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.
- (e) An act or omission of an equine activity sponsor, equine activity participant, equine professional, veterinarian, farrier, or other person which constitutes a willful or wanton disregard for the safety of the equine activity participant, and proximately causes harm to the equine activity participant.
- (f) An equine activity sponsor, equine activity participant, equine professional, veterinarian, farmer, or other person intentionally causes harm to the equine activity participant.
- (G) An equine activity sponsor, equine activity participant, equine professional, veterinarian, farmer, or other person understands all of the park rules, association rules and has read them. Along with understands the risk of illnesses (example Covid-19) if you would come into contact with them.

By signing this written Waiver, I acknowledge that the equine activity participant who is subject of this Waiver, as well as his or her parents, guardian, custodian or other legal representatives, 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 court or other civil action against, any equine activity sponsor(s), other equine activity participants, equine professionals, veterinarians, landowner(s), or other persons associated with this equine activity, including, but not limited to, Creekside Horse Park LLC, its members, representatives, officers, directors, volunteers, successors and assigns.

I voluntarily agree to assume the full risk of any and all injuries, damages, or loss, regardless of severity, including death, that I or my minor child/ward may sustain, as a result of participating in this equine activity. I waive and relinquish all claims I and my minor child/ward may have, or which may accrue, as a result of participating in any equine activity, against the Creekside Horse Park LLC, its members, representatives, officers, directors, volunteers, successors and assigns. I hereby fully release and agree to hold harmless, indemnify and defend the Creekside Horse Park LLC, its members, representatives, officers, directors, volunteers, successors and assigns from any and all claims or liabilities of any kind whatsoever arising out of my participation, or my child/ward's participation, in this equine activity.

**I am fully authorized to execute this Waiver on behalf of myself and my child/ward, my, his or her estate and all other persons who may be entitled to claim damages as a result of any harm, loss, injury or death.**

**I have fully and carefully read and understand this Waiver and do hereby voluntarily execute the same as of the date written below. This document shall be governed by the laws of the State of Ohio.**

Participant's Name: \_\_\_\_\_ Minors DoB: \_\_\_\_\_ Date \_\_\_\_\_  
(Please print)

Participant's Signature: \_\_\_\_\_

Participant's Relationship if signing on behalf of a minor/ward: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_