



# SUMMER PARK PASS

Park Passes are good for coming to the facility at any time once open in May. Pass includes all practice fees, camping fees and grounds fees at Mt Trail Challenges. Park is open from the 1<sup>st</sup> Wednesday in May through the last event in September, however the Park Pass is good through December to come any time. Water & Restrooms are shut down after the last event in September.

On Event days hosted by Creek Side, you are still welcome to come and ride, just the areas of the event is off limits other than being apart of 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. Please schedule a time if you are new to the facility for the 1<sup>st</sup> time out.

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

VIP Park Pass includes all the above along with a parking space that is close to the mt trail course. These are limited in number, please message prior to sending to see if they are available. Once you have a VIP space, it is yours every year if you keep renewing. You can park in this space at the open days and events as well, as long as you have reservations for the events. If creek side does not know you are coming we have the right to utilize that space. You are still welcome to come unannounced, Just be aware the space could be taken. Reservations can be called in within a few days of the event if not participating or morning of for open days.

Regular passes are an unlimited number.

Summer Park Pass holders are welcome any day and anytime, not just listed open days. Just send us a text message or PM on Facebook that you are coming and what time we can expect you that day. Welcome to come even without a response. This is just so we know who is at the park if anything is needed. We typically are working around the farm on the property.

Youth are included in Adult Passes, 1 for 1.

Passes are per person. Passes with 2 people, you can bring a different 2<sup>nd</sup> person so you are not alone if need be.

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\$100 - 1 Youth Pass

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\$175 - Single Adult Pass (1 Youth included)

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\$225 - VIP Pass 1 Adult, 1 Trailer(1 Youth included)

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\$250 - 2 People, 1 Trailer (2 Youth Included)

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\$375 - VIP Pass 2 Adults, 1 Trailer (2 Youth included)

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Total

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

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

Address \_\_\_\_\_

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

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

Make Check/mail to: Creek Side Horse Park 7369 Mottice Dr SE, Waynesburg, Ohio 44688

# 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 voluntary 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: \_\_\_\_\_