

SPIRE WAIVER AND INDEMNIFICATION 2011/2012



Participants Name (Please Print): _____ Program: _____

WAIVER: In consideration of SPIRE LLP (hereafter "SPIRE") accepting the enrollment of Participant in a program at SPIRE and/or Participant's use (today and on all future dates) of the property, facilities, parking lot buildings, fields, equipment, housing, dining areas (if applicable) and services of SPIRE, Participant and his/her Parent/Guardian, on behalf of Participant's heirs, next of kin, personal representatives, and/or assigns, promise not to sue or bring any action against SPIRE, its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors or agents, and release each of them from liability in connection with all claims for (1) personal injury or illness (including death) and (2) damage to, loss or theft of property (including personal items, car, and money), arising from Participant's: enrollment in a program at SPIRE; presence at SPIRE receipt of medical care of treatment for any physical or mental condition; use of SPIRE's facilities, services, premises and equipment; as well as Participant's negligence, willful misconduct, or criminal behavior; involvement in accidents: participation in horse play, sport program practices, tournaments, instruction, school activities, and social activities: travel; exposure to inclement weather, and/or any other circumstance or cause of a similar nature, but excluding SPIRE's willful misconduct or criminal behavior.

PUBLICITY CONSENT: Participant and Parent/Guardian consent to all recording, photographing and filming of Participant and all agree that SPIRE can use these recordings and images at any time and in any manner without payment to or additional consent of Participant or Parent/Guardian.

INDEMNIFICATION: Participant and Parent/Guardian also agree to indemnify and hold harmless SPIRE and its affiliated companies and each of their members, directors, officers, employees, volunteers, sponsors, independent contractors, and agents, from all claims and amounts related to legal and other action brought against SPIRE for damages caused by Participant (i.e. for damages incurred while fighting with another participant) and to reimburse SPIRE for any expenses incurred for claims brought against SPIRE as a result of Participant's enrollment in a program at SPIRE presence at SPIRE: receipt of medical care or treatment for any physical or mental condition: use of SPIRE's facilities, services, premises and equipment: as well as Participant's negligence, willful misconduct or criminal behavior: involvement in accidents; participation in horse play, sport program practice, tournaments, instruction, school activities, and social activities: travel: exposure to inclement weather: and/or any other circumstance or cause of a similar nature but excluding SPIRE's willful misconduct or criminal behavior. Participant and Parent/Guardian agree to pay all costs and attorney's fees incurred by SPIRE in investigation and defending a claim or suit but only if Participant's (or Parent/Guardian's) claim is withdrawn or to the extent an arbitrator determines that SPIRE is not responsible for the injury or loss.

SEVERABILITY AND VENUE Participant and Parent/Guardian further expressly agree that this waiver is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid is agreed that the remaining portion of the waiver will continue in full legal force and effect. Also, Participant and Parent/Guardian agree that all disputes must be resolved using binding arbitration and take place at the office of the American Arbitration Association located nearest to Geneva, Ohio.

ACKNOWLEDGE OF UNDERSTANDING: Participant and Parent/Guardian have read this waiver and fully understand its terms. Participant and Parent/Guardian understand that Participant is giving up rights, including the right to compensation for injury resulting from negligence of SPIRE. Participant and Parent/Guardian acknowledge that they are signing the agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law. Signing this waiver as parent/guardian, I acknowledge that I am consenting to Participant's participation in a program at SPIRE and represent to SPIRE that I understand all risks are expressly assumed by Participant and myself and all related claims are expressly waived in advance, other than claims not covered herein.

Signature of Parent or Guardian: _____ Date: _____

Signature of Participant: _____ Date: _____