

Release and waiver of Liability, assumption of risk, and indemnity agreement

Read carefully, your signature indicates you understand and agree on the terms, by signing this agreement you and your child are giving up certain legal rights, including the right to sue or recover damages in case of injury, death or property damages for any reason, including but not limited to the negligence of the facility, owners, employees, and agents.

(The Releasee) _____, on behalf of myself and minor child, (Child) _____, in consideration for allowing me and/or my minor child to handle, pet, feed, groom, mount/unmount, tack/untack, ride or participate in any equine related activity, on behalf of myself (or my child), personal representatives, heirs, next of kin or assigns, HEREBY:

- Acknowledge that a horse may without warning or any apparent cause, buck stumble, fall, rear, bite, kick, flip, run, make unpredictable movements, spook, jump obstacles, step on, push or shove a person, saddles or bridles may loosen or break – all of which may harm the rider or a bystander, or cause the rider to fall or be jolted, resulting in serious injury or death.
- Acknowledge that horseback riding is an inherently dangerous activity and involves risks that may cause serious injury and in some cases death. Because of the unpredictable nature and irrational behavior of horses, regardless of their training and or past performance and that injury or death may occur even when following instructions and directions.
- Acknowledge that while Stables may provide riding instructions or lessons, both mounted and unmounted, Stables, its owners, managers, employees and assigns have not made any evaluation of my riding skills, equine knowledge or any other knowledge related to equines and any equine related activity. Any instruction, lesson or assessment that may be provided by Stable is solely to aid in the selection of a horse to ride for pleasure at my request.
- Acknowledge receiving a copy of the Barn Rules and seeing the barn rules posted, along with the two Pennsylvania equine liability signs. I agree to follow all Barn Rules. I understand that following the rules does not guarantee the safety of myself or my child.
- Voluntarily assume the risk and danger of property damage, injury or death inherent in the use of the horse, equipment, gear and facilities provided to me by Stable.
- Release, discharge and promise not to sue the Stable, doing business under its own name or any other name and/or its owners, officers, employees and/or agents, for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, or injury whether known or unknown (including death) to my person, my child, or my property, while engaged in any equine related activities.
- Release the Stable from any claim that the Stable is or may be negligent in assessing my riding and equine experience, knowledge or ability including, but not limited to, selecting a horse for my knowledge, ability level and size and in relation to the maintenance, care, fit or adjustment of saddles, bridles, or helmet.
- Indemnify and save and hold harmless the Stable, instructors, its employees, and agents from and against all loss, liability, damage or cost incurred arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith, or any acts or omissions of wranglers or other employees or agents.
- I further release the Stable, its owners, lessors, managers, employees, agents and assigns from any liability for any injury that may occur due to the condition of the property, facilities, equipment or horse that may cause injury or death, including but not limited to holes in the ground, slippery conditions, used saddles, bridles and helmets, "fresh" horses, and other known or unknown hazards, whether by Stable negligence or not. I also release the Stable from any injury caused to me by any horse due to the horse acting in an unsafe manner because of any activities or people, animals or things I or they may be engaged in.
- I understand that neighboring/adjacent property owners may give permission for Stables to guide horseback rides on and through their land. In consideration of entering onto their land, I hereby release the neighboring/adjacent landowners, as well as Stables, from any property damage, injury or death incurred to me or my child due to the conditions of the property, facilities or activities the landowner or their guests may be engaged in, whether it be a known or unknown hazard, or whether by negligence or not.
- Acknowledge this document is a contract and agreed if a lawsuit is filed against Stable, owners, agents, employees, wranglers, or neighbors for any injury or damages in breach of this contract, agree to pay all attorney's fees and costs incurred by the Stable in defending such an action.
- Should a Court ever determine that the complete waiver of liability is unenforceable for any purposes, the Parties agree to the following limitations of liability: Stable's liability to Releasee for any loss, cost, claim, injury, liability or expense, including reasonable attorney's fees, relating to or arising from any negligence, act or omission of any kind by Stable or Stable's facilities shall be limited to the amounts paid to Stable by Releasee for use of the facilities, not to exceed \$1,000.00. In no event shall Stable be liable to Releasee for any indirect, special, consequential or punitive damage.
- IT IS RECOMMENDED THAT I AND/OR MY CHILD A WEAR PROTECTIVE HELMET THAT IS AVAILABLE AND WILL BE PROVIDED BY THE STABLE.
 - I AND/OR MY CHILD AGREE TO WEAR A HELMET (initial here)_____
 - I DECLINE TO WEAR A HELMET BUT MY CHILD AGREES TO WEAR A HELMET (initial here)_____
- I have read the entire release of liability form, I understand it is a promise to not sue and release the Stable, its owners, employees, agents, wranglers, and neighbors, for all claims. This release has no end date and it covers all times, I and/or my child ride at the Stable.

Date: _____

Signature: _____