

## Release of Liability, Waiver and Indemnification Agreement

### THIS IS A BINDING CONTRACT – PLEASE READ CAREFULLY

This Release of Liability (herein referred to as the “Release”) executed on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (herein referred to as “Equine Participant”) residing at \_\_\_\_\_ and **Doubling Gap Ranch, LLC**, a Pennsylvania Limited Liability Company and owner of the Premises (herein referred to as “Operator(s”). On behalf of myself, any Undersigned, my personal representatives, heirs, next-of-kin, spouse and assigns, I HEREBY AGREE:

**RELEASE, WAIVER AND INDEMNIFICATION.** In consideration, therefore, for the privilege of riding, working around and/or spectating horses at 98 Hill Lane, Newville, Pennsylvania 17241, (herein referred to as the “Premises”) the Equine Participant hereby releases from liability and waives any and all rights that Equine Participant may have to make a claim against or to sue the following “Released Parties”:

1. the Operator (and its members, employees, agents, volunteers, contractors, heirs, personal representatives, successors, assigns, invitees, lessees and tenants (herein “Agents”);
2. other participants in equine and non-equine activities, invited on the Premises by Operator or Operator’s lessees;
3. the owners of any horse or pony I may ride or be on the Premises (herein referred to as “Horse Owner”) with and/or the owners of any tack or other equipment I may use or be on the Premises with for any kind of injury, including death to me or my equine or damage to my property arising from or as a result of my participation in equine activities on the Premises.

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** THE EQUINE PARTICIPANT ASSUMES AND THE PARENT OR GUARDIAN, ON BEHALF OF THE MINOR EQUINE PARTICIPANT, ASSUMES THE UNAVOIDABLE RISKS INHERENT IN ALL HORSE-RELATED ACTIVITIES, INCLUDING BUT NOT LIMITED TO BODILY INJURY AND PHYSICAL HARM TO EQUINE PARTICIPANT, HORSE, RIDER, PROPERTY AND SPECTATOR. While Operator has chosen safe, experienced horses riding and groundwork, or Equine Participant has brought its own horse to the Premises, no level of safety can be guaranteed because of the following:

“**Inherent risks of equine activities**” shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to:

1. the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity;
2. the unpredictability of an equine’s reaction to such things as sound, sudden movement, objects, vehicles, persons, other animals, wildlife and weather;
3. hazards of surface and subsurface objects;
4. the fact that equines are creatures of independent action and may act unpredictably at any time with or without a recognizable stimulus;
5. latent dangers present in all types of equipment, tools, vehicles, tractors, fences and machinery used in and around a horse farm and the fact that items of tack and equipment may have undetectable weaknesses or flaws; and
6. the fact that there may be a negligent act or omission, whether or not in combination with any of the above risks, by Operator or Agent.

**I UNDERSTAND THAT MY SIMPLE PRESENCE ON THE PREMISES MAKES ME AN EQUINE PARTICIPANT.** I further understand that as an Equine Participant, such risks may cause, contribute to or result in serious injury or

death, and I hereby assume all such risks, both enumerated and not enumerated, associated with both equine activities and non-equine activities on the Premises in which I may participate. This Release shall remain valid unless and until the Operator receives an express, written revocation executed on behalf of the Equine Participant, which shall bar further participation on the Premises.

**PENNSYLVANIA EQUINE ACTIVITY IMMUNITY ACT.** This Release is given under Pennsylvania's Equine Activity Immunity Act (4 P.S. §601, et. Sq. as amended, (the "Act")) and other applicable laws. All terms defined by the Act shall have the same meaning in this Release, and the Act is hereby incorporated into this Release by reference. This Release shall be construed so as to satisfy the notice of assumption of risks, the notice of inherent risks of equine activities and waiver requirements of the Act and to provide the Operator and all Released Parties the fullest protection afforded by the Act, joined with the additional protections of this Release. This Release shall be in addition to, and not in substitution for all limitations of liability provided in the Act.

**HELMET REQUIREMENT.** Operator requires that helmets be worn by ALL Equine Participants under the age of 16, while mounting, riding, dismounting and driving an equine and strongly encourages riders 16 and over to do the same. This statement shall advise Equine Participant that they should purchase and wear appropriate sized, protective headgear (an ASTM/SEI or equivalent approved helmet), and that wearing such protective headgear while mounting, riding, dismounting or otherwise being in the vicinity of an equine may prevent or reduce the severity of head injuries and even prevent death as the result of a fall or other occurrences. I understand that the above riding helmet rules are strictly enforced on the Premises.

**LEGAL CAPACITY.** I am eighteen years of age and have legal capacity to execute this Release OR I am the parent OR legal guardian of the minor Equine Participant named above and execute this Release and the Certification set forth below in that capacity, with full legal capacity to do so.

**SEVERABILITY & CONSTRUCTION.** If any term or provision or portion thereof of this Release, or application thereof to any person or circumstance be held invalid, the remainder of this Release shall not be affected thereby. To this end, the parties hereto agree that the terms and provisions of this Release are severable. Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine or neuter, and the number of any word includes the singular or plural.

**CONTROLLING LAW AND VENUE.** This Release shall be governed and construed under the prevailing law of the Commonwealth of Pennsylvania. Any disputes arising out of this Release Agreement shall take place in the Courts of Cumberland County, Pennsylvania or the United States District Court for the Middle District of Pennsylvania.

**ADULT EQUINE PARTICIPANT.** I HAVE BEEN GIVEN THE OPPORTUNITY TO READ AND HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND THAT BY SIGNING IT I AM GIVING UP RIGHTS I MAY HAVE NOW OR IN THE FUTURE TO SUE OR MAKE A CLAIM AGAINST ALL RELEASED PARTIES AND I AM COMMITTING MYSELF TO HOLD THE OPERATOR AND ALL RELEASED PARTIES HARMLESS FROM ANY CLAIMS OR DAMAGES RESULTING FROM MY PARTICIPATION IN EQUINE ACTIVATES ON THE PREMISES. I UNDERSTAND THAT THIS IS A BINDING CONTRACT BETWEEN MYSELF, THE OPERATOR AND ALL RELEASED PARTIES. I AM SIGNING THIS RELEASE VOLUNTARILY.

\_\_\_\_\_  
SIGNATURE OF ADULT PARTICIPANT

\_\_\_\_\_  
PHONE NUMBER OF ADULT PARTICIPANT

\_\_\_\_\_  
PRINTED NAME OF ADULT PARTICIPANT

\_\_\_\_\_  
EMERGENCY CONTACT

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
EMERGENCY CONTACT PHONE

**MINOR EQUINE PARTICIPANT: CERTIFICATION OF LEGAL GUARDIANSHIP FOR MINOR.** IF THIS RELEASE IS EXECUTED BY THE UNDERSIGNED FOR AND ON BEHALF OF A MINOR PARTICIPANT NAMED HEREIN AS "EQUINE PARTICIPANT," THE UNDERSIGNED HEREBY WARRANTS AND REPRESENTS THAT HE OR SHE IS IN FACT THE PARENT OR LEGAL GUARDIAN OF SUCH MINOR, WITH FULL RIGHTS OF CUSTODY AND CONTROL; THAT THE RELEASE IS GIVEN ON BEHALF OF AND IS INTENDED TO BE BINDING UPON SAID MINOR EQUINE PARTICIPANT, HIS OR HER HEIRS, PERSONAL REPRESENTATIVES, GUARDIANS; AND THE UNDERSIGNED FURTHER AGREES THAT THE RELEASE SHALL ALSO BE AS FULLY BINDING ON THE UNDERSIGNED AS IF IT WERE ENTERED INTO SOLELY ON HIS OR HER BEHALF WITH FULL LEGAL MAJORITY. IF THIS RELEASE IS SIGNED BY ONLY ONE PARENT OR GUARDIAN, HE OR SHE HEREBY WARRANTS THAT HE OR SHE IS THE NATURAL OR LEGAL GUARDIAN OF THE MINOR EQUINE PARTICIPANT, HAS FULL LEGAL AUTHORITY TO EXECUTE THIS RELEASE WITHOUT THE JOINDER OF ANY OTHER PERSON AND THAT ANY OTHER WITH PARENTAL OR LEGAL GUARDIAN RIGHTS CONSENTS, AND WILL HOLD THE OPERATORS AND EACH OF THE RELEASED PARTIES FREE FROM ANY AND ALL CLAIMS AND LIABILITY ARISING FROM MINOR EQUINE PARTICIPANT'S PARTICIPATION IN EQUINE ACTIVITIES ON THE PREMISES.

\_\_\_\_\_  
SIGNATURE OF PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
NAME OF MINOR

\_\_\_\_\_  
PRINTED NAME OF PARENT OR LEGAL GUARDIAN

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
EMAIL