

RELEASE AND INDEMNITY AGREEMENT (HORSEBACK RIDING)

A separate Release and Indemnity form must be signed by each participant. Please read the entire document carefully before signing.

I hereby agree to indemnify and hold harmless and release OLD STONEOUSE FARM and all of its agents, from all liability for any accident or injury sustained by me, my employees, representatives, heirs, dependents or guests in connection with equine activities at OLD STONEOUSE FARM, and I do further agree that, except in the event of Owner's gross negligence and willful and wanton misconduct, I shall not bring any claims, demand, legal actions or causes of action against Owner and/or Owner's associates, for any economic or non-economic losses due to bodily injury, death, property damage or loss sustained by me in relation to the premises and operations of Owner, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of owner.

It is understood that whenever the word "Owner" is used in this agreement, it includes the landowner(s), stable owner(s), trainers, independent contractors, employees and any other individual related to the ownership or management of the horse facilities.

As owner, rider, student, contestant, spectator, employee, independent contractor, or parent, I recognize that all equestrian related activities are extremely dangerous, that accidents involving horses are frequent, that the condition of the land is often hazardous, and the ring footing is seldom perfect. Injuries incurred in horseback riding can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries from other activities. In view of this knowledge, I undertake full responsibility for any and all harm or injury that may occur to myself, my stock and any of my associates. With full knowledge, I release Owner from any and all responsibility for accidents or injuries.

I acknowledge that I have examined Owner's facilities and trails, and I am satisfied that the conditions of the premises have been made reasonably safe and well maintained, to the extent that it is within Owner's control to do so. I further acknowledge that Owner is not responsible for elements of nature that can frighten a horse, cause it to fall, rear, or react in some other unsafe way, such as thunder, lightning, wild or domestic animals, stinging or biting insects, and other factors outside of Owner's control.

By signing this Release and Indemnity Agreement, I indicate that I have adequate medical and liability insurance coverage and that Owner will assume no responsibility for horse or rider. Losses associated by the injury or death of rider, spectator or horse is agreed to be covered by the insurance of the undersigned, and it is further agreed that the undersigned, my employees, representatives, heirs, dependents and/or guests shall have no right or action against Owner, its employees, independent contractors, land owners, stable owners, trainers, or any of their insurance carriers.

It is agreed that this Release and its provisions shall be governed by the laws of the State of Pennsylvania.

I acknowledge that I have been fully warned and advised by Owner that I should at all times wear protective headgear while mounting, riding, dismounting and otherwise being in close proximity to any horse, and that such headgear may prevent or reduce the severity of some head injuries and may even

prevent death as the result of a fall or other occurrence. (NOTE: If the rider is 16 years or younger, the rider is required to wear protective headgear.)

All Riders and Parents or Legal Guardians must sign below after reading this entire document.

If the person signing is under 18 years of age, the signature of a parent or guardian indicates acceptance of responsibility by the said parent or guardian, and release of liability of Owner and affiliated persons.

Statement of Awareness

The undersigned rider (or parent / legal guardian on behalf of a rider who is a minor) states that I have read and do understand the foregoing Release and Indemnity Agreement, and I further attest that all facts relating to the undersigned are true and accurate.

SIGNED this ____ day of _____, _____.

Signature of Rider: _____

OR (if under 18 years of age)

Signature of Parent or Guardian: _____

Print Name of Rider: _____

Address: _____

City/State/Zip: _____

Phone No.: _____ Email: _____

Signature of Witness: _____

Print Name of Witness: _____

Address: _____

City/State/Zip: _____

Phone No.: _____ Email: _____