



**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS 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 STABLE, ITS OWNERS, EMPLOYEES, VOLUNTEERS, AND AGENTS ("THE RELEASEE'S).

I, _____, on behalf of myself and my minor child,
_____, who resides at
_____, in _____,
_____.

In consideration for allowing me (or my minor child) to handle, ride, or be in the presence of any equine, and on behalf of myself, my child, or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that an equine may, without warning or apparent cause, buck, stumble, rear, fall, bolt, kick, bite, run, spook, jump, make unpredictable fight or flight movements, step on a person's foot or body, push, shove, or pin a person; tack and equipment may loosen, break, or fail which may cause the rider to fall or be jolted, resulting in serious injury or death.
 2. 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 equines, regardless of age, training, or past performance.
 3. Voluntarily assume the risk and danger of injury or death inherent in the use of the equine, equipment, tack, facility, barns, trails, obstacles, and arenas provided to me by Frantz Family Farm LLC, hereinafter referred to as the Stable.
 4. Release, discharge, and promise not to sue the Stable, doing business under its name or any other name and/or any of its owners, employees, volunteers, and agents, hereinafter referred to as the Releasee's, for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury including death to my person or property.
 5. Release the Releasee's from any claim that such Releasee's are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of equipment, instruction or riding skills, leading, or supervising riders.
 6. Indemnify and save and hold harmless the Stable, owners, instructors, employees, agents from and against any loss, liability, damage, or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided there with or any acts or omissions of Releasee's.
 7. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Pennsylvania and is intended to be as broad and inclusive as is permitted by Pennsylvania law, RIDE AT YOUR OWN RISK, and that in the event any portion of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the balance of this Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
 8. Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, volunteers, for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.
 9. State that I am not now pregnant and that I have no history of epileptic seizures, heart conditions, or any severe medical diagnosis that could be affected by horseback riding.
 10. It is recommended that all riders wear protective helmets, it is my understanding that a protective helmet is available to all riders and I understand that helmets are required for all riders under the age of 18.
- I decline to wear a helmet and attest I am over the age of 18: _____ (initial here)
11. If the person who is entering this agreement is under the age of 18, their parent or guardian must read and sign below on behalf of the minor.

I have read this entire Release of Liability Document. I understand it is a promise to not sue and to release the Stable, its owners, employees, volunteers, and agents for all claims. I have made a free and deliberate choice to sign this Release of Liability Document as a condition to Releasee's allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of the horseback riding experience and activities.

Date _____

Signature _____ Name of Child if signing for Minor: _____