

## WAIVER, AGREEMENT AND LIABILITY RELEASE

### READ CAREFULLY BEFORE SIGNING

This agreement outlines the terms and conditions that will govern my activities at Prairie Fire Farms Foundation, Inc., 201 Angle Road, Grantville PA (the "Stable" or "Prairie Fire Farms"). This Agreement is between myself, \_\_\_\_\_, the children listed below, and Prairie Fire Farms Foundation, Inc., its agents, employees, invitees, riding instructors, boarders, lessors, and equine owners ("Owner") (collectively "PFF"), and the execution of this Agreement is a condition for PFF allowing me to do any or all of the following activities: visit, enter, and/or utilize PFF facilities and services for equine activities, including but not limited to riding, boarding, stabling, training, lessons, showing, volunteering, entertaining guests, handling horses, petting horses, leadings horses, and any and all types of activities associated directly or indirectly with equestrian activities, whether at the Stable or at an off-site location.

I acknowledge the following:

- I understand that anyone riding, handling, working with, or near an equine can suffer bodily or other injuries. **Equines are unpredictable by nature.** For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. Equines may also collide with other equines, property, equipment or individuals. I know that equines can do any of these things at any time without warning, regardless of the horse's experience or training level. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to those who are on, near, or around them.
- I understand that not all equines located on the PFF property are owned by PFF, and that this Agreement is intended to encompass and cover all equine activities on premises and off-premises, regardless of ownership. This Agreement will specifically apply to horses not owned by PFF but used in any lesson, training, boarding, volunteer, or other equine activity and will inure to the benefit of any Owner of said equine.
- I acknowledge that a barn, stables, and farm property have normal risks inherent in their design, construction and use that could be the cause of damage to equipment or property, or cause accidental injury, illness, permanent injury or death to myself and/or my legal guardians.
- I understand that equine activities include the use of certain equipment and include risks such as, but are not limited to: loosening of the saddle, loosening of the saddle cinch straps, loosening of the leather straps and related equipment. I also understand that from time to time part of the riding equipment, including but not limited to the bridle, leather saddle, cinch strap, and stirrups may break.
- I have observed the warning signs posted on premises regarding equine liability.
- **I understand these risks and dangers that are inherent in equine activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume other risks that are not mentioned above. I am not relying on Stable to list all possible equine-related risks for me in this document or at any other time, now or in the future.**

**WAIVER AND LIABILITY RELEASE: As consideration for being allowed to engage in any or all of the activities listed above, now and in the future and at any location, and to the greatest extent allowed under Pennsylvania law, I (on behalf of myself and my minor child/ren, if any) agree to assume full responsibility for any and all bodily injuries or damages which I/we may sustain at any time when engaging in these and other activities. The term "damages," means, for example, medical expenses, expenses and losses incurred because of bodily injuries or property damages, and/or personal property damages. I (for myself and for my heirs, administrators, personal representatives or assigns) release and discharge Prairie Fire Farms Foundation (including its employees, agents, members, managers), Emily Twilley-Selvey, all Owners of horses located on premises at PFF, and others acting on their behalf from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether they are known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained or property damage which may occur at any time – now or in the future – as a result of engaging in any or all of the activities at any location (except if such loss, injury, or damage is directly caused by Prairie Fire Farm's gross negligence or wanton and willful misconduct).**

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER, AGREEMENT AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE PENNSYLVANIA EQUINE LIABILITY LAW OR ACT 93 OF 2005 BY SIGNING THIS WAIVER, AGREEMENT AND

Prairie Fire Farms Foundation, Inc.

\*\*\*Questions/Concerns please contact Emily Twilley-Selvey 717-991-6062 (cell)

LIABILITY RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST PRAIRIE FIRE FARMS FOUNDATION (INCLUDING ITS EMPLOYEES, AGENTS, MEMBERS, MANAGERS), EMILY TWILLEY-SELVEY, ALL OWNERS OF HORSES LOCATED ON PREMISES AT PFF, AND OTHERS ACTING ON THEIR BEHALF ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION ON OR OFF OF THE STABLE PROPERTY; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY STABLE OR THOSE DIRECTLY AFFILIATED WITH STABLE (EXCEPT IF LOSS, INJURY, OR DAMAGE IS DIRECTLY CAUSED BY STABLE'S GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).

Your Duties:

1. I agree that I/or my child will NOT ride if I/they are under the influence of alcohol and/or drugs.
2. While the instructor may inspect the riding equipment, I agree that I will be ultimately responsible for checking my equipment, including the saddle, and if there are any problems, or if the saddle becomes loose, I will tell the instructor IMMEDIATELY.
3. I agree to follow the instructor's instruction at all times.
4. I agree that I or my child will be responsible for all injuries to the lesson horse, damages to the premises, property owned by others, injuries to any riders or pedestrians, which I may cause by negligent, reckless or irresponsible conduct.
5. I understand that, for my own protection, I should wear properly fitted and secured ASTM- standard/SEI-certified protective equestrian headgear when riding, handling, or when near equines. I am NOT relying on Stable to provide a certified equestrian helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future.
6. Many physical and mental conditions pose special risks to you while engaging in equine activities. Stable recommends that I consult with a physician before participating in the Activities, especially those that involve riding, or being near equines. I will notify Stable in writing of any physical and/or mental conditions or personal needs that may affect my safety and ability to engage in any activities.

Photo Release:

\_\_\_\_\_ By initialing this statement, I am allowing PFF to utilize video or photos that may have been taken while my child/or I was a volunteer at the barn or attending a function for this organization.

I HAVE CAREFULLY READ THIS WAIVER OF LIABILITY AND RELEASE. I UNDERSTAND IT, AND VOLUNTARILY AGREE TO ALL OF ITS TERMS.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

DOB: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**MINORS:**

The undersigned declares that he/she is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Agreement agrees that all of the terms and conditions will apply to the minor and shall be binding upon the undersigned and the minor.

Child's Name: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian's Printed Name: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Prairie Fire Farms Foundation, Inc.

\*\*\*Questions/Concerns please contact Emily Twilley-Selvey 717-991-6062 (cell)

YOUR NAME: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Email address \_\_\_\_\_

Phone \_\_\_\_\_ (H) \_\_\_\_\_ (cell) \_\_\_\_\_ (cell)

Date of birth \_\_\_\_\_

EMERGENCY CONTACT:

NAME: \_\_\_\_\_

Relationship to You: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

MEDICAL CONDITIONS:

Any Medical Conditions that the Trainer needs to be aware of: \_\_\_\_\_

Any Allergies that the trainer needs to be aware of: \_\_\_\_\_

Any Medications that the trainer needs to be aware of: \_\_\_\_\_

INSURANCE INFORMATION:

Insurance Company \_\_\_\_\_

Policy Holder Name \_\_\_\_\_

Policy # \_\_\_\_\_

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