

# Waiver, Assumption of Risk and Indemnity Agreement

## PLEASE READ CAREFULLY

Warning: By signing this agreement, you give up the right to sue for any injury or damages howsoever caused.

To: Apple Blossom Village, Miller's Egg Ranch Feed Store LLC in Mt. Bethel, PA 18343 (hereinafter, referred to collectively as "The Companies") and owners, employees, representatives, officers, and agents (hereinafter referred to collectively as "The Companies' Employees")

I, \_\_\_\_\_ hereby sign this agreement on behalf of myself, my child, my personal representatives, heirs, and assigns.

Child(ren)'s Name(s): \_\_\_\_\_

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1.I agree as a precondition to my participation in a pony ride organized by "The Companies" and conducted by "The Companies" and/or "The Companies' Owners and Employees", and in further consideration of "The Companies" allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk, and Indemnity Agreement (hereinafter referred to as "This Agreement").

2.I acknowledge that pony rides involve inherent risks that may cause serious injury and possibly death to participants. I further recognize that backcountry trail pony rides involve additional risks and dangers.

3.I fully understand the risks and dangers associated with my child's (or my personal representative, heirs or assigns) participation in this pony ride and accept the same entirely at my own risk.

4.I hereby waive any and all claims which I may have against "The Companies" and "The Companies' Owners and Employees" and release "The Companies" and owners and employees from all liability for injury, death, property damage or any other loss sustained by me or my child (or the child I am representing) as a result of my/their participation in this pony ride, due to any cause whatsoever including, without limitation, negligence on the part of "The Companies" or "The Companies' Owners and Employees". I further agree to indemnify "The Companies" and "The Companies' Owners and Employees" for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.

5.I appreciate that This Agreement applies whether "The Companies" are at fault or not and it limits the liability of "The Companies' Owners and Employees" to the same extent as it limits the liability of "The Companies" even though "The Companies' Owners and Employees" are not formal parties to This Agreement. I understand that "The Companies", in securing execution of This Agreement by myself are acting as agent or trustee on behalf of or for the benefit of "The Companies' Owners or Employees" who shall to this extent be

or be deemed to be parties to This Agreement.

I have read and understand this agreement, I understand that this document contains a promise not to sue "The companies" or "The Companies' Owners and Employees" and release and indemnify for all claims.

\_\_\_\_\_Signature of Parent/Guardian

\_\_\_\_\_Date