

RISE UP EQUESTRIANS, INC.

640 Hickory Rd., Palmerton, PA 18071

RELEASE & ASSUMPTION OF RISK AGREEMENT - PLEASE READ CAREFULLY BEFORE SIGNING

Participant Name: _____ **Phone Number:** _____

Address: _____ **Date:** _____

Does Participant have any physical and/or mental health conditions, problems or disabilities which may affect their safety or ability to ride a horse? **No / Yes** - If yes, describe here: _____

A. Activity Risk Classification - PARTICIPANT UNDERSTANDS THAT: Horseback riding is a hazardous activity containing numerous inherent, obvious, and non-obvious risks that always present themselves in such activity, despite all safety precautions. Activities include but are not limited to trail riding, lessons, training, working around horses, and being present on the premise as a guest or invitee of a Boarder, other Participant, Vendor or Stable. Related injuries can be severe, resulting in more lasting residual effects than injuries from other activities. Horses are unpredictable and participation in activities in the presence of horses always involves an element of risk. Pursuant to Act 93 of 2005, the Pennsylvania Activity Immunity Act, "You assume the Risk of equine activities pursuant to Pennsylvania Law."

B. Nature of Riding Horses - PARTICIPANT UNDERSTANDS THAT: No horse is a completely safe horse. Regardless of a horse's training or past experience, a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, stop short, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break, all of which may cause Participant to fall or be jolted, resulting in property damage, personal injury or death. Participant further acknowledges and understands that personal injury, harm, or death may occur as a result of the inability of another person failing to maintain control over a horse or failing to act within that person's ability. RISE UP EQUESTRIANS, INC. is not responsible for total or partial acts, occurrences, or elements of nature, such as unpredictable reactions to medications, sounds, sudden emergencies, sudden movements, unfamiliar objects, person or other animals, hazards of or on the land, motor vehicles & devices, machinery, construction equipment, collisions with other horses, livestock, trees, shrubs, natural and man-made obstacles or objects, that can scare a horse or cause it to fall or react in any unsafe way.

C. Participant Responsibility - PARTICIPANT UNDERSTANDS THAT: Upon mounting a horse and taking the reins, the Participant is in primary control of the horse, and RISE UP EQUESTRIANS, INC. is not responsible for Participant's actions or inactions. Participant agrees to abide by all instructions provided by the farm's employees, volunteers, agents, independent contractors, and representatives. Participant's safety depends upon their ability to carry out simple instructions, and their ability to remain balanced aboard the horse. Participant is responsible for their own safety and that of an unborn child if Participant is pregnant. Rise Up Equestrians, Inc. DOES NOT advise pregnant women to ride horses. Participant agrees to provide their own insurance coverage for injury or damage to themselves, their horse, and personal property.

D. Riding Equipment/Helmet - PARTICIPANT UNDERSTANDS THAT: Participants are required by RISE UP EQUESTRIANS, INC. to wear protective clothing and equipment, including protective headgear and proper riding shoes (heels preferred), at all times. Participant's protective headgear must meet or exceed ASTM/SEI standards for equestrian. The headgear and harness must be secured, properly fitted and fastened at all times while mounting, riding and dismounting horses. In the event the Participant does not own or use their own tack, and requires the use of the Farm's tack, Participant acknowledges that the tack provided by the Farm is in good repair and condition, and properly fitted to the horse on which the tack is to be used.

E. Indemnification and Liability Release - PARTICIPANT AGREES THAT: In consideration of RISE UP EQUESTRIANS, INC. allowing Participant to participate in this activity on its premises, I, the Participant, for myself and/or on behalf of my child legal ward, heir, administrator, personal representative or assign, shall forever save, hold harmless, defend, and indemnify RISE UP EQUESTRIANS, INC. (doing business under its own name or any other name), its affiliates, and its and their respective owners, officers, directors, employees, volunteers, representatives, agents, shareholders, members, insurers, assigns and others acting on its behalf (each, a "Released Party"), from any and all claims, liabilities, demands, suits, damages, costs, expenses and causes of action (each, a "Claim"), including the negligence of a Released Party, whether the same be known or unknown, anticipated or unanticipated, economic or non-economic, arising out of Participant's or Participant's child's use of, or presence upon, RISE UP EQUESTRIANS, INC.'s property, facilities or horses. Participant shall bring no Claims against any Released Party resulting from or arising out of any loss, damage, injury, death, or property damage, sustained by Participant or Participant's minor child arising out of the use of, or presence upon, RISE UP EQUESTRIANS, INC.'s property, facilities, or horses. G. Governing Law PARTICIPANT AGREES THAT: This Release and Waiver of Liability is non-assignable and non-transferable and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. PARTICIPANT STATEMENT OF AWARENESS - I, the undersigned Participant, being of sound mind and not under the influence of alcohol, drugs, or other intoxicants, have read and understand the foregoing Release and Waiver of Liability. I/we further attest that all stated facts concerning Participant are true and accurate.

- I DO give consent to take and use photos for use in electronic media, printed publications, marketing materials, etc.**
- I DO NOT give my consent to take and use photos in electronic media, printed publications, marketing materials, etc.**

I/We have read the above, understand the same, and agree to be legally bound by all the terms of this release agreement.

Signature of Participant: _____ **Date:** _____

Signature of Parent or Guardian (if Participant is a minor): _____ **Date:** _____