

Laurel Highlands Council – Boy Scouts of America

RIDER RELEASE AND WAIVER OF LIABILITY

TO BE COMPLETED BY OR FOR EACH RIDER. PLEASE READ CAREFULLY BEFORE SIGNING.

- A. Rider Information Name (Print): \_\_\_\_\_
- B. Parent/Legal Guardian (Print): \_\_\_\_\_
- C. Address: \_\_\_\_\_  
Street/City/State/Zip
- D. Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_
- E. Phone Number: \_\_\_\_\_
- F. Rider has no physical and/or mental health conditions, problems or disabilities which may affect his or her safety or ability to ride a horse? (circle) No / Yes
- G. If yes, describe here: \_\_\_\_\_
- H. A. Activity Risk Classification

RIDER AND PARENT/LEGAL GUARDIAN UNDERSTANDS THAT: Horseback riding is a hazardous activity containing numerous inherent, obvious and non-obvious risks that always present themselves in such activity, despite appropriate safety precautions. 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

RIDER 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 Rider to fall or be jolted, resulting in property damage, personal injury or death. Laurel Highlands Council, BSA is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse or cause it to fall or react in any unsafe way.

C. Rider Responsibility

RIDER UNDERSTANDS THAT: Upon mounting a horse and taking up the reins, Rider is in primary control of the horse, and Laurel Highlands Council, BSA is not responsible for Rider's actions or inactions. Rider's safety depends upon his or her ability to carry out instructions, and his or her ability to remain balanced aboard the horse. Rider is responsible for his or her own safety and that of an unborn child if Rider is pregnant. Pregnant women should ride horses only under the advice of their physician. Laurel Highlands Council, BSA advises pregnant women not to ride horses.

D. Protective Equipment/Headgear Requirement

RIDER UNDERSTANDS THAT: As a condition to riding any horse, Rider is required by Laurel Highlands Council, BSA to wear and utilize all protective clothing and equipment, including protective headgear and proper riding shoes with heels, at all times while mounting, riding and

dismounting horses. Rider's protective headgear must meet or exceed ASTM (American Society for Testing and Materials)/SEI (Safety Equipment Institute) standards for equestrian use and carry the SEI tag. The headgear and harness must be secured, properly fitted and fastened at all times while mounting, riding and dismounting horses. If Rider is in violation of this requirement at any time, Rider must immediately discontinue riding until such headgear is properly in place.

E. Indemnification and Liability Release

RIDER AGREES THAT: In consideration of Laurel Highlands Council, BSA allowing Rider's participation in this activity on its premises, I, Rider and/or Parent/Guardian, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, shall forever save, hold harmless, defend, and indemnify Laurel Highlands Council, BSA (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 or at all related to the Rider's or Rider's child's use of, or presence upon, Laurel Highlands Council, BSA property, facilities or horses present there. Rider shall bring no Claims against any Released Party resulting from or arising out of any loss, damage, injury, loss of life or property damage, sustained by Rider or Rider's minor child arising out of or related to the use of, or presence upon, Laurel Highlands Council, BSA property, facilities or horses.

F. Governing Law

RIDER 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.

- I. RIDER AND /OR PARENT/GUARDIAN STATEMENT OF AWARENESS I, the undersigned Rider, 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 are entering into this waiver freely and without undue influence and could consult with a lawyer if I/we so choose. I/we further attest that all stated facts concerning Rider are true and accurate.

J. Signature of Rider: \_\_\_\_\_ / Date: \_\_\_\_\_  
Printed Name of Rider \_\_\_\_\_

K. Signature of Parent or Guardian (if Rider is a minor): \_\_\_\_\_  
Printed name of Parent or Guardian \_\_\_\_\_  
Date: \_\_\_\_\_