

## RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability Agreement (“Agreement”) dated \_\_\_\_\_, 2023, is made between by and between Equi-Trust LLC, d/b/a Jericho Sport Horses, LLC, Jericho Farm Equestrian Center LLC (collectively “JSH”), 426 Pineville Road, Newtown, PA, 18940 and (“Participant”) \_\_\_\_\_ residing at \_\_\_\_\_.

In consideration for participating in equine related activities at JSH and for good and other valuable consideration, the undersigned states as follows:

1. Equine Related Activity. I desire to participate in equine related activities at JSH, including, but not limited to, instruction under the supervision of any instructor at JSH. “Equine Activities” or “equine related activities” includes all activities as defined and construed by the Pennsylvania Equine Activity Act, 4 P.S. § 601, et seq.:

Equine related activity means engaging in, but not limited to, any of the following:

- a) Equine training, teaching, riding instruction, shows, fairs, parades, camps, competitions or performances which involve breeds of equine participating in an activity. This paragraph shall include, but not be limited to, dressage, hunter and jumper shows, Grand Prix jumping, three-day eventing, combined training, rodeos, reining, cutting, team penning and sorting, driving, pulling, barrel racing, steeple chasing, English and Western performance riding and endurance and nonendurance trail riding. This paragraph shall also include Western games, gymkhana, hunting, packing, therapeutic riding, driving recreational riding, working equitation and general horsemanship.
- b) Equine or rider training, teaching, instruction or evaluation. This paragraph includes clinics, seminars and demonstrations;
- c) Boarding equines, including normal daily care;
- d) Inspecting, riding or evaluating an equine belonging to another by a purchaser or agent, whether or not the owner of the equine has received anything of value for the use of the equine or is permitting a prospective purchaser or a purchaser's agent to ride, inspect or evaluate the equine;
- e) Recreational rides which involve riding or other activity involving the use of an equine;
- f) Placing, removing or replacing of horseshoes or the trimming of an equine's hooves;
- g) Leading, handling or grooming of an equine; or,
- h) Touring or visiting JSH as a visitor or spectator.

2. Inherent Risks and Dangers. I understand that equine related activities involve inherent risks associated with the activities. Horses are unpredictable by their very nature. The dangers inherent and integral to engaging in equine related activities include, but are not limited to:

- a). The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
- b). The unpredictability of the animal's reaction to such things as sounds, sudden movements, and unfamiliar objects, things, persons or other animals;
- c). Certain ground hazards such as surface and subsurface conditions;
- d). Collisions with persons, other animals or objects; and,
- e). The potential of a participant in these activities to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

I have read the above, I understand and agree that there are dangers inherent in engaging in equine related activities and I knowingly and willingly assume the risks and dangers associated with engaging in these activities.

3. Invitee/Visitor. An invitee or visitor to JSH, who is on their premises is also considered to be a Participant in an equine activity, whether or not riding or handling the horses, due to the visitor voluntarily placing himself/herself in proximity to the equine related activity. A Participant includes any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to engage in the activity.

**4. Release and Waiver of Claims. I UNDERSTAND THAT IN THE ABSENCE OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF JSH, THEIR OWNERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND/OR INSTRUCTORS, I AGREE TO RELEASE AND HOLD HARMLESS ANY AND ALL PERSONS ASSOCIATED WITH JSH, INCLUDING BUT NOT LIMITED TO, THEIR OWNERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS, INSTRUCTORS, INCLUDING ANY HEIRS, SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION BROUGHT BY ME OR MY HEIRS, SUCCESSORS, ASSIGNS, AND LEGAL REPRESENTATIVES, FOR ANY SUCH PERSONAL INJURIES AND/OR PROPERTY DAMAGE AND/OR WRONGFUL DEATH SUSTAINED BY ME ARISING AS A RESULT OF ANY NEGLIGENT ACT OR FAILURE TO ACT ON THE PART OF JSH, THEIR OWNERS, EMPLOYEES, AGENTS OR INSTRUCTORS.**

**I FURTHER UNDERSTAND AND AGREE THAT IN THE ABSENCE OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF JSH, THEIR OWNERS, MEMBERS, DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES AND/OR INSTRUCTORS, THAT I ASSUME THE RISK AND AM FULLY RESPONSIBLE FOR ANY AND ALL PERSONAL INJURY AND/OR PROPERTY DAMAGE WHICH I OR MY CHILD OR LEGAL GUARDIAN SHOULD SUSTAIN IN CONNECTION WITH EQUINE RELATED ACTIVITIES. FURTHERMORE, I AGREE TO BE RESPONSIBLE FOR ALL MEDICAL EXPENSES OR ANY OTHER EXPENSES RELATED TO ANY PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED BY ME RELATED TO MY PARTICIPATION IN EQUINE ACTIVITIES.**

5. Medical Insurance. I certify that I am covered by accident/medical insurance and will remain so for the duration of all equine related activities participated in by me, my child or legal guardian.

6. Safety Helmets. I have been advised about the advisability of wearing safety headgear, in particular safety headgear that has passed ASTM (American Society for Testing Materials) testing and that is certified by the Safety Equipment Institute (SEI). I agree to wear safety headgear at all times when handling horses and while mounted, and I assume whatever additional risk of injury is incurred in the absence of wearing suitable headgear.

7. Medical Attention. By way of this release I authorize of JSH, their owners, members, directors, officers, managers, agents and/or employees, and/or instructors, to seek medical attention on my behalf, should, in their opinion, any medical attention be required or if I am unable to make that decision for myself as a result of any injury sustained by me while engaging in equine related activities, and I waive any and all claims as to JSH, their owners, members, directors, officers, managers, agents and/or employees, and/or instructors, as to any decisions to seek or not to seek medical attention on my behalf.

8. Indemnity. To the fullest extent permitted by law, Participant agrees to defend, indemnify and hold harmless JSH, their owners, members, directors, officers, managers, agents, employees and instructors (“Indemnified Parties”) against any and all claims, damages and/or recovery directly or indirectly arises from: the negligent, reckless, and/or intentional acts or omissions of the Participant or a person on whose behalf the Participant has executed this Release and Waiver as a parent or legal guardian; any horse that the Participant bound by this Waiver and Release has brought or caused to be brought onto the premises; third party claims by a person who has been brought onto the premises or into the proximity of other clients or horses under JSH’s care by the Participant or any person on whose behalf the Participant has executed this Agreement as a parent or legal guardian (whether or not any such injury or damage occurs while participating in an event or activity on or off the JSH’s premises); and/or any action or other proceedings brought by the Participant or her or her heirs, or prosecuted for the benefit of the Participant or his or her heirs by a third party.

9. Jurisdiction/Venue. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall be binding upon the parties hereto and their personal representatives. The parties hereby consent to the exclusive jurisdiction and venue in the state courts of the Commonwealth of Pennsylvania and the United States Courts for the Eastern District of Pennsylvania in all matters arising out of or any in way relating to this Agreement. The parties acknowledge that venue and jurisdiction are proper in Bucks County, and the parties agree not to challenge the validity of the same.

10. Invalidity/Severability. Should any one of these provisions be found to be invalid and/or void under Pennsylvania law, it is the intent of the parties that any invalid or void provision be stricken and that the remaining provisions be binding and have their full force and effect to the maximum extent permitted under Pennsylvania law.

11. Attorney's Fees. In the event that any claim is made or civil action is brought for personal injury or property damage that is waived by this Agreement, the parties agree that this Agreement shall operate as a defense and a bar to any such claim, and that JSH and their owners, directors, officers, managers, agents, employees and instructors shall be entitled to an award of any attorney's fees and any costs incurred if they are adjudicated to be the prevailing party to any claim or civil action brought.

I, \_\_\_\_\_, the undersigned, being over the age of eighteen, have fully read and understand the foregoing release of liability and agreement to hold harmless and indemnify, and understand that I may be giving up substantial rights, including my right to sue. I understand and agree that there are dangers inherent in engaging in equine related activities and I knowingly and willingly assume the risks and dangers associated with engaging in these activities. I agree as to myself and any minors listed below, that I am waiving rights for myself or my heirs to recover for any injury to me and, as a parent or guardian, I am waiving my rights to make any claim for recovery related to any injury that my child might sustain while engaging in equine related activities. I have been advised to seek an attorney prior to the signing of the agreement. I have read and fully understand this Agreement and have signed it without duress or coercion.

Full Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Age if under 18: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Name of Horse Stabling (if applicable) \_\_\_\_\_

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

Witness: \_\_\_\_\_