



Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

In accordance with the Pennsylvania Equine Activity Immunity Act, you assume the risk of equine activities.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO THE TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU (AND YOUR EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS, AND ASSIGNEES) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF **WOERTH IT HOLLOW, INC.**, OR ANY OF ITS AGENTS, EMPLOYEES, GUIDES, TRAINERS, AND WRANGLERS (“THE RELEASEES”).

The term “Horse” herein shall refer to all equine species. The term “Animal” shall refer to all animals on premises. The term “Riding” herein shall refer to riding or otherwise handling of horses, ponies mules, or donkeys, whether from the ground or mounted. The term “I” “me” or “my” shall herein refer to the below registered rider and the parents or legal guardians thereof if a minor.

1. I acknowledge that any horse or other animal on the premises of Woerth it Hollow, Inc., may, without warning or any apparent cause, act in a way that may put me in danger, including but not limited to bucking, stumbling, falling, rearing, biting, kicking, running, making unpredictable movements, spooking, jumping , stepping on a person’s feet, or pushing . Additionally, I understand that saddles or bridles may loosen or break, which may cause the rider to fall or be jolted, resulting in serious injury or death to the undersigned or any person within close proximity of the animals.
2. I acknowledge THAT HORSEBACK RIDING, HANDLING OF A HORSE, BEING IN CLOSE PROXIMITY TO A HORSE OR OTHER ANIMAL ON THE PROPERTY OF WOERTH IT HOLLOW, INC. IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND, IN SOME CASES, CAUSE DEATH. I understand the unpredictable nature and irrational behavior of animals, specifically horses, regardless of their training or past performances.
3. I voluntarily assume the risk and danger of injury or death in the handling of animals and horses, riding of horses, or being in close proximity to animals or horses on the premises. I also voluntarily assume the risk and danger for the failure to wear a protective helmet when riding a horse., I understand and voluntarily assume the risk and danger inherent in the use of saddles, bridles, equipment and gear and the

potential for that equipment to malfunction, even if it was provided by Woerth It Hollow, Inc.

4. **I RELEASE, DISCHARGE AND PROMISE NOT TO SUE**, Woerth it Hollow, Inc., or any of its agents, employees, guides, trainers, or wranglers for any loss, damage, injury (including death) or cost to me or my child/children arising out of the handling or riding of horses or animals or by being in close proximity to horses or animals. This includes all activities that I participate in while on the premises of Woerth It Hollow, Inc. and of the stable, my failure to wear a protective helmet when riding a horse, or my use of saddles, bridles, equipment and gear, even if said gear was provided by Woerth It Hollow, Inc.
5. **I RELEASE** Woerth it Hollow, Inc. and any of its agents, employees, guides, trainers, and wranglers from any claim that such were negligent in connection with my child/children's or my riding of horses, being in close proximity of horses or animals, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by or being on the premises of Woerth It Hollow, Inc. which resulted in loss, damage, injury or death.
6. **I INDEMNIFY, SAVE, AND HOLD HARMLESS, WOERTH IT HOLLOW, INC.**, and any of its agents, employees, guides, trainers, or wranglers from and against any loss, liability, damage or cost that may incur arising out of or in any way connected with either my child/children's or my handling animals or horses, riding the horses, or being in close proximity to an animal or horse or on the premises of the stable. This includes my failure to wear a protective helmet when riding a horse and/or my use of saddles, bridles, equipment, and gear provided therewith from or contributed to by my child/children's or my own negligence.
7. I agree to abide by and follow any instructions given or rules established by Woerth It Hollow, Inc., its agents, employees, guides, trainers, or wranglers with regard to my child/children's or my riding or handling of the horses or animals or actions while being in close proximity to animals or horse on the premises of Woerth It Hollow, Inc. Additionally, I agree to wear a protective helmet when riding a horse and to ensure that any saddles, bridles, equipment, and gear provided to me are free from defects and fit for their intended purpose.
8. I, the undersigned, voluntarily release Woerth it Hollow, Inc., and any of its agents, employees, guides, trainers, or wranglers from all liability for claims arising out of the matters set forth herein. The undersigned understands the word "claims" to include all actions, claims, and grievances, whether actual or potential, known or unknown, and specifically but non-exclusively, all claims arising out of the matters set for the herein. **ALL CLAIMS ARE FOREVER BARRED BY THIS RELEASE** without regard to whether those claims are based on the alleged breach of duty arising under contract or in tort or in any other claims or causes of action.
9. I acknowledge that this document is a contract and I agree that if a lawsuit is filed against Woerth It Hollow, Inc., or any of its, agents, employees, guides, trainers, or wranglers for any injury or damage in breach of this contract, I, the undersigned, will pay ALL attorney's fees and any costs incurred by Woerth It Hollow, Inc. or any of its agents, employees, guides, trainers, or wranglers in defending such an action.

10. I acknowledge that it is recommended that I, my child/children, and all riders wear a protective helmet. It is my understanding that a protective helmet has been offered for my own or my child/children's safety, and that if I or my child/children choose not to wear a helmet that Woerth It Hollow, Inc., or any of its agents, employees, guides, trainers, or wranglers will not be held responsible.

I have read this document. I understand this document is a promise not to sue and to release and indemnify Woerth It Hollow, Inc., any of its agents, employees, guides, trainers, and wranglers for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Woerth it Hollow, Inc. allowing me or my child/children on to the premises and around the horses, animals, and equipment. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of being around the horses and animals and the horseback riding experience. I acknowledge that the same is valuable consideration for this Release and Waiver of Liability.

SIGNATURE (of parent or guardian of minor)

DATE

PRINTED NAME (of parent or guardian of minor)

PRINTED MINOR NAME (IF ANY)

MINORS BIRTHDAY

ADDRESS IN FULL

IN CASE OF EMERGENCY:

MEDICAL INSURANCE PLAN: _____ POLICY
#: _____

PHYSICIAN NAME: _____

PHONE: _____

EMERGENCY
CONTACT: _____ PHONE# _____

WITNESS SIGNATURE AND DATE: _____