

Horse Related Activities Warning

This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this _____ day of _____, in the year _____, by and between Manderley Farms, LLC and Happy Fields, LLC (THIS STABLE) located at 230 Penllyn Blue Bell Pike, Blue Bell, Pennsylvania, and _____ (RIDER), and, if Rider is a minor, the parent/guardian of Rider _____.

In exchange for use of property, facilities, and services of THIS STABLE, the Rider, his/her heirs, assigns, estate, including all minor children and legal representatives, hereby expressly agree to the following:

Section A. Agreement Scope and Territory and Definitions

- 1) This agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania. Any disputes arising under this agreement shall be mediated or litigated in Montgomery County, Pennsylvania.
- 2) If any clause, phrase or word is in conflict with state law, then only that clause, phrase or word is null and void, the remaining portions of this agreement shall remain in full force and effect.
- 3) The term "HORSE" herein shall refer to all equine and related species. The terms "Horseback Riding" or "Riding" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground, from a cart, gig or similar apparatus, or while mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground or from a cart, gig or other similar apparatus.
- 4) The terms "I", "ME", "MY" shall herein refer to the above listed rider and the parents or legal guardians thereof if a minor.

Section B. Protective Attire

- 1) I agree that, I for myself, and on behalf of my child and/or legal ward, have been fully warned and advised that protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be purchased and worn while riding and being near horses. I do understand that the wearing of such headgear may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death as the result of a fall and other occurrences. I have been notified of the need to wear a riding helmet at THIS STABLE and expressly _____ Choose to Wear; _____ Declined to Wear, such a helmet. I acknowledge that my wearing or not wearing a riding helmet in no way diminishes, alters, or waives any release, indemnity or other covenant I make pursuant to this Agreement. I am aware that THIS STABLE requires all riders age 17 and under, wear a protective riding helmet.
- 2) I am hereby advised to always wear hard-soled, fully enclosed shoes or boots and socks to protect feet and long pants to protect legs while working around or riding horses.
- 3) I am hereby advised of the availability of other forms of protective gear which I may choose to wear such as: a back protector, gloves, or other preventative or protective gear not listed herein.

Section C. Warnings

While domesticated horses are usually obedient, docile and affectionate, it is important to understand that their survival instincts are what have allowed the horse to survive from prehistoric times to the

present day. Horses are naturally flight animals and when frightened or provoked may divert from their training and act according to their natural survival instincts

- 1) I am advised that horses are unpredictable by nature, with minds of their own, as are all animals both domestic and wild. The horse is often somewhat high strung or nervous by nature. Horses are extremely strong and are 20 to 40 times more powerful than a human. Horses are extremely heavy, weighing from 500 to 1500 pounds on average. If a rider falls from horse to the ground it will generally be at a distance of from 3 ½ to 6 feet, and the impact may result in significant injury to the rider. Horses can travel at speeds which exceed 35 miles per hour. These characteristics deserve a human being's utmost respect.
- 2) I am advised that when a horse is frightened, angry, in pain, under stress, feels threatened, or is provoked, it is his instinct to: jump or move in any direction, stop quickly, run away, kick or strike out in any direction with any of the its legs, hunch its back and buck or rear in a way that could throw a rider to the ground, bite with its teeth, throw its head up or from side to side, or run directly over whatever is in front of it. These movements can be done with tremendous speed and force and cause a significant amount of damage to persons or property.
- 3) I am advised that loud and/or sudden unexpected movements, dropping or throwing objects near a horse, approaching vehicles, animals or people, ill-fitting equipment or physical pain can provoke a domesticated horse to react according to his natural protective instincts.
- 4) I am advised that some of the first signs of anger or fear in a horse may be the sudden tensing of its muscles, possibly laying its ears back against the head, or quickly tossing or raising its head, or sudden snorting through its nostrils accompanying at least one other warning sign.
- 5) I am advised that a horse can see independently with each eye, actually looking in one direction with one eye and another direction with the other eye, or it can focus both eyes on one object somewhere in front of it; that usually the direction of the ear is pointing will tell an observer where the eye is looking on the same side, and consequently on what the horse is likely concentrating on at that moment.
- 6) I am advised that a horse has two blind areas around which it cannot see. It cannot see directly behind it nor can it see what it is eating. Therefore, it is best to approach a horse close to the shoulder, and never to surprise a horse from the rear, or to reach first for the horse's mouth. Further, I understand that I should not to put my fingers or other appendages in a horse's mouth as I might be bitten which can cause me severe damage.
- 6) I am advised that a human must always approach a horse calmly, quietly and cautiously, preferably from near its shoulder or lower neck, talking soothingly to it.
- 7) I am advised that, while a horse is very sure footed by nature, it may accidentally step on an object such as a human foot, when it is balancing itself or turning about; also that if a horse is ridden or worked on unstable ground, slippery grass or footing, it could fall down injuring a rider or handler.
- 8) I understand that THIS STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples of such things are, but are not limited to: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

- 9) I agree that I have inspected THIS STABLE'S facilities and trails and am satisfied that all premises conditions are reasonable safe for my intended purpose, usage and presence upon THIS STABLE'S premises.

Section D. Release from Liability

I AGREE THAT: In consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and/or ITS ASSOCIATES ordinary negligence. I further agree that, except in the event of THIS STABLE'S gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES, for any economic and non-economic losses not limited to those due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of THIS STABLE, whether on or off the premises of THIS STABLE. Moreover, I agree that, should I bring any such claim and it is determined that there was no wanton and willful negligence involved, I shall be responsible for paying any attorney's fees paid by THIS STABLE and ITS ASSOCIATES.

You assume the risk of equine activities pursuant to Pennsylvania law.

Please write out the following statement on the three lines below: "I, the undersigned, have read and do understand the above agreement, warnings, and release from liability, as well as the need for protective attire. I further attest that all information I provide herein is true and accurate."

Signed _____ Date _____

PRINT NAME _____

Guardian or Parents of:

1. _____ 2. _____
3. _____ 4. _____

Name and Address of THIS STABLE:

Manderley Farms, LLC
Happy Fields, LLC
230 Penllyn Blue Bell Pike
Blue Bell, Pennsylvania 19422

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