



7148 Oriole Rd., Germansville, PA 18053

RELEASE OF LIABILITY AGREEMENT FOR BOARDERS/LESSONS/LEASEE

This release of liability is made and entered into this _____ Day of _____ 20____, by and between Hill Crest Farm LLC (Lisa J. Cope, Owner) and _____, Hereinafter known as Boarder/Rider, and if Boarder/Rider is a Minor, the rider's parents or guardian _____ in return for the use, today and on all future dates of the property, facilities, and services of Owner, the Riders, his/heirs, assigns, and legal representatives, herby expressly agreed to the following:

1. Boarder/Rider agrees to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or direction given by Hill Crest Farm LLC, or the employees, representatives, or agents of Hill Crest Farm LLC.
2. Boarder/Rider recognizes that there are certain risks inherent in such equine activities as horseback riding, driving, training, horse care, being around or near horses, and the use of equipment associated with horseback riding.
3. Boarder/Rider agrees to assume any and all risks involved in or arising from Boarder/Rider's use of/or presence upon the Owner's property and facilities including without limitation, but not limited to, the risk of death, bodily injury, property damage, falls, the propensity of any horse to run, stop suddenly, shy, kick, bite, buck, stumble, rear, fall, step on, or behave in ways that may result in falls, injury, harm or death to persons around them. Horses are unpredictable and may react to such things as sounds, sudden movements, other horses, insects, or unfamiliar objects, persons, or animals. These are some of the risks and dangers but the signer is not relying on Hill Crest Farm LLC to list all possible risks.
4. Boarder/Rider fully understands and appreciate that Hill Crest Farm LLC **does not** represent or warrant the quality, character, or behavior of any horse.
5. Boarder/Rider agrees to assume any and all risks involved in or arising from Boarder/Rider's use of/or presence upon the Owner's property and facilities including without limitation, but not limited to, the risk of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, or stationary

objects, fire or explosions, the unavailability of emergency medical care, or the negligence or deliberate act of another person.

6. Boarder/Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. Pennsylvania Civil Code) whose purpose, substance and/or effect is to provide that general release shall not be extended to claims, materials, or otherwise, which the person giving release does not know or suspect to exist at the time of executing the release.
7. Boarder/Rider agrees to indemnify and defend the Owner against, and hold harmless, from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fee, which in any way arise from Riders use of/or presence upon the Owner's property/facility.
8. This contract is non-assignable and non-transferable and is made and entered in the State of Pennsylvania, and shall be enforced and interpreted under the laws of this State, should any clause be in conflict of State law, then that clause is null and void. When the Owner and Rider or Rider's Parent or Guardian if Rider is a Minor, sign this contract, it will bind both parties, subject to the above terms and conditions.
9. Boarder/Rider accepts the responsibility for providing my own accident and medical insurance, and I accept financial responsibility for any medical expenses that my insurance does not cover.
10. Boarder/Rider agrees that instructor can seek medical treatment in an emergency, and client agrees to pay for medical treatment, regardless of whether client's insurance covers the cost

This document cannot be modified except in writing if signed by Hill Crest Farm LLC and participant. This release is meant to be valid now and in the future whenever participant enters the property.

I have read, full understand, and agree to the terms of this Release of Liability Agreement.

Boarder/Rider's Name (Print)	Rider's Signature	Date
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If participant is under 18 years of age parent or legal guardian must sign also:

Parent/Guardian's Name (Print)	Signature	Date
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Owner's Name (Print)	Owner's Signature	Date
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