

TWIN LAKE ACRES RELEASE AND HOLD HARMLESS AGREEMENT

Under Pennsylvania Law, an equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Section Act 93 of 2005 The Equine Activity Immunity Act.

I, _____ (and my minor child _____) (hereinafter the "Undersigned") reside at (Street Address) _____, in (City) _____, (State, Zip) _____.

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives,

THE UNDERSIGNED HEREBY:

1. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
2. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable and use of saddles, bridles, equipment and gear provided to me by Twin Lake Acres.
3. RELEASE, DISCHARGE AND PROMISE NOT TO SUE Twin Lake Acres for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable.
4. Release Twin Lake Acres from any claim that such Twin Lake Acres were negligent in connection with my or my child's riding a horse 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 Twin Lake Acres or being on the premises of the Stable, which resulted in loss, damage, injury or death.
5. INDEMNIFY, AND SAVE AND HOLD HARMLESS Twin Lake Acres from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse.
6. Agree to abide by and follow any instructions given or rules established by Twin Lake Acres or any of its employees with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable.
7. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk and indemnity agreement is governed by laws of the State of Pennsylvania and is intended to be as broad and inclusive as is permitted by Pennsylvania law.

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Twin Lake Acres allowing me or my child to ride or handle a horse.

Signature and date of Participant

Signature and date of Parent/legal Guardian (if minor)