

Underhill Stables

2362 Turnpike Road. Elizabethtown, Pa 17022 (717)469-5331

Liability Release Form

This form must be completed by and for each participant.

UNDERHILL STABLES, HERE IN AFTER KNOWN AS UNDERHILL STABLES. LOCATION: 2362 TURNPIKE ROAD, ELIZABETHTOWN, PENNSYLVANIA, 17022

Please read carefully before signing.

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY, UNDERHILL STABLES DOES NOT GUARANTEE YOUR SAFTY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. Registration Of Riders And Agreement Purpose: I, the following individual here in after known as the "RIDER", and the parents or legal guardians thereof of minor, do hereby voluntarily request and agree to participate in horse riding on premises, Underhill Stables, and that this RIDER will ride his/her own horse or one borrowed by RIDER'S own arrangement today and on all future dates:

Riders

Name: _____ Age if

under 21: _____

B. Agreement Scope And Territory and Definitions: This agreement shall be legally binding upon me, the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of Pennsylvania and the United States. Any disputes by the RIDER shall be litigated in and venue shall be Pennsylvania and the United States.

The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted.

The term "Rider" shall herein refer to a person who rides a horse mounted or otherwise handles or come near a horse from the ground.

The term "I", "ME", "MY" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

INITIAL _____

C. Activity Risk Classification: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity, despite all safety precautions. According to NEISS (National Electronic Injury Surveillance systems of United States) horse activities rank

64th among the activities of people relative to injuries that result in a stay at U.S hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. INITIAL _____

D. Nature Of Riding Horses: No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 time more powerful and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horses are naturally prey animals. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting or running from danger.

INITIAL _____

E. Rider Responsibility: Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depend upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety. In the event that the RIDER is a minor, it is the responsibility of the legal parent/guardian to impose judgment and determine RIDER'S ability to follow simple instructions and their ability physically, emotionally and mentally to take part in any equine activity.

INITIAL _____

F. Conditions Of Nature: Underhill Stables is NOT responsible for total or partial acts, occurrence or elements of nature that can scare a horse, cause it to fall or react in some other unsafe way. Some examples are: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles which may walk, run, fly, bite, and/or sting a horse or person; airplanes, helicopters, automobiles, firearms, farm equipment which may disturb or cause a horse

or person to become unsettled; 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 or environment.

INITIAL _____

G. Inspection Of Premise: RIDER, or legal parent/guardian in such case as a minor, has inspected Underhill Stables facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the Underhill Stables premises. INITIAL _____

H. Accident/Medical and Personal Liability Insurance:

Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expense. My accident/medical insurance company is _____

_____ and my policy number

is _____

_____. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall

pay for such damages. My personal liability insurance company

is _____
_____ and my policy number

is _____

_____. Failure to provide any or all information above is an assumption that RIDER is declaring themselves self-insured and will make arrangements to cover injury or damage expenses on their own.

INITIAL _____

I. Protective Headgear warning: I have been fully warned and advised by Underhill Stables that the RIDER should purchase and wear protective headgear(riding helmet) and that the wearing of such headgear while mounting, riding, dismounting and otherwise being near horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence.

ALL STUDENT'S AND MINOR'S ARE REQUIRED TO WEAR PROTECTIVE HEADGEAR AT ALL TIMES WHEN IN THE PRESENCE OF HORSES.

INITIAL _____

J. Liability Release: In consideration of Underhill Stables allowing me participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or legal guardian thereof if a minor, do agree to hold harmless

and release Underhill Stables, Its owners, agents, employees, officers, members, premises owners, insurers and affiliated organizations from legal liability due to Underhill Stables ordinary negligence; and I do further agree that except in the event of Underhill Stables gross negligence and willful and wanton misconduct, I shall not bring any claims, demand, legal actions and causes of action against Underhill Stables and/or its associates, for any economic and non economic losses 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 Underhill Stable, to include while riding, handling or otherwise being near horses owned by or in the care, custody and control of Underhill Stables.

INITIAL _____

All RIDERS and PARENTS or LEGAL GUARDINS must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

Print Name of

Rider: _____

Signature of Rider(If legal adult):

Print Name of Parent/
Guardian: _____

Signature of Rider or Parent/
Guardian; _____

Date: _____

Phone: _____

Emergency Contact Information:

1.Name: _____ Phone: _____

2.Name: _____ Phone: _____
