

**HORSEWAYS
ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

Print Name of Rider:	Age (if Minor):	Phone Number:
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1. I AGREE for myself, and/or my child, my/our administrators and assigns, in consideration for my, and/or my child's, participation in Horseways horseback riding activities and events to the following:

I AGREE that I choose to participate voluntarily in HORSEWAYS activities, as a rider, driver, handler, lessee, owner, agent, spectator, volunteer, and/or trainer of horses and ponies, called "equine". I am fully aware and acknowledge that horse sports and HORSEWAYS activities involve inherent dangerous risks of accident, loss, and serious bodily injury including, but not limited to, broken bones, head injuries, trauma, pain, sickness and disease (including communicable diseases), suffering or death ("Harm"). I fully understand that this release covers, but is not limited to, inherent risks of an equine activity, which mean a danger or condition that is an integral part of an equine activity, including but not limited to, any of the following:

- The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- Hazards, including, but not limited to, surface or subsurface conditions;
- A collision with another equine, another animal, a person, or an object;
- The potential of an individual during an equine activity to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

ON MY OWN BEHALF, OR ON BEHALF OF MY CHILD AS A PARTICIPANT IN HORSE ACTIVITIES, I UNDERSTAND THAT THE ACTIVITIES OF HORSEBACK RIDING AND HORSE CARE INVOLVE NUMEROUS RISKS OF INJURY THAT ARE MY OWN RESPONSIBILITY, AND I ASSUME THESE RISKS, ON MY OWN BEHALF OR ON MY CHILD'S BEHALF, including loss of control, collisions, obstacles, whether they are obvious or not obvious. I and/or my family further understand that a horse, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times, based upon instinct or fright, which is an inherent risk to be assumed by each participant.

2. I further agree to indemnify and to hold the Landowners harmless from any and all claims that might arise as a result of my participation in recreational activities on the Landowner's land. I understand and agree that the Landowner shall not be responsible for, and is hereby released from, any duty of care whatsoever with respect to the land or the riding ring, trails, or other recreational facilities thereon. I understand that the Pennsylvania Recreational Use of Land and Water Act, Act of February 2, 1966, P.L 1860, 68 P.S. §477-1 et seq. provides that the purpose of the Act is to encourage owners of land to make land and water areas available to the public for recreational purposes without charge by limiting their liability towards persons entering onto the land for such purposes, and I agree and understand that the immunities and defenses of the Pennsylvania Recreational Use of Land and Water Act apply to my use of the Landowner's property and my participation in recreational activities thereon. I understand that I may encounter variations in terrain that are my responsibility and I assume these risks, including creeks, water, bridges, traveled roads, holes, wild animals, bees, wasps, loose pets, debris, rocks, cliffs, vegetative growth, and other obstacles, whether they are obvious, man-made or natural.

3. I AGREE THAT in consideration of Horseways allowing my participation in this activities, under the terms set forth herein, I as a rider, for myself and on behalf of my child and/or legal ward, who is a participant and our heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge each of them and any other horse owners, agents, and the officers, directors, representatives, assigns and members of Horseways, the Wissahickon Valley Watershed Association, The Natural Lands Trust, Willow Lake Farm, the Highlands, the owners of any premises and trails used for equine activity, their affiliated organizations, insurers, and others acting on their behalf (hereinafter collectively referred to as "their 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 their negligence or the negligence of their Associates and I do further agree that I shall not bring any claims, demands, legal actions and causes of action against them or their Associates as stated above in this clause, for any economic or non-economic losses due to bodily injury, death, or property damage sustained by me and/or my minor child and/or legal ward in relation to any premises on which I ride to participate in any Horseways activity.

4 THIS AGREEMENT SHALL BE LEGALLY BINDING UPON ME, MY HEIRS, MY ESTATE, ASSIGNS, LEGAL GUARDIANS, AND MY PERSONAL REPRESENTATIVES. THIS RELEASE SHALL BE VALID FOR THIS DATE AND ALL FUTURE DATES. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE, AND SIGN IT OF MY OWN FREE WILL. (Please initial to show that you agree _____.)

Signature of Rider

Date

Signature of Parent/Guardian if Rider is a Minor

Date