

STONED GOAT FARM

**THIS IS A LIABILITY WAIVER AND RELEASE AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.
PLEASE READ IT CAREFULLY BEFORE SIGNING.**

PARTICIPANTS MUST BE 18 OR OLDER TO SIGN THIS FORM.

IF UNDER 18 YEARS OF AGE, PARTICIPANTS MUST HAVE A PARENT OR GUARDIAN COMPLETE THIS FORM.

PARTICIPANT NAME(s): _____

PARENT NAME (if Participant(s) is a minor): _____

***PLEASE INITIAL NEXT TO EACH PARAGRAPH AND SIGN AT THE BOTTOM**

_____ **Assumption of Risk.** I, _____, understand that there are risks inherent in equine activities. These include, but are not limited to: • The propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity • The unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, regardless of its training and past behavior • Certain hazards such as surface and subsurface conditions and objects • Collisions with other horses, animals, people and objects.

_____ I understand that the handling, use and riding of a horse, whether for recreation or during instruction, involves the risk of personal physical injury, including, but not limited to, lacerations, bruises, fractures, head injuries and death. With full knowledge and awareness of these and all other dangers inherent in and related to the sport of horseback riding and equine-related activities, I am knowingly participating in instruction and/or training at the following event, Clinic (Event), and voluntarily engage myself and/or my horse in these activities and fully assume all risks involved. I understand that horseback riding is a rigorous and physically demanding activity for both horse and rider. I have fully disclosed to Tim & Kristen Verna of Stoned Goat Farm and to the instructor at the Event of my riding experience I have not misrepresented any condition or lack of ability of either myself or my horse (if applicable). I have fully disclosed any and all physical, mental or other conditions, including my use of any medications or other substances, which may affect my ability to participate in the sport. If, at any time, I feel unfit or unsure about proceeding with any riding activity, or if the horse or equipment appear to be deficient in any manner, I will inform my instructor/and or host of my concern before proceeding with the activity. I understand that in the course of taking riding instruction and otherwise participating in Event, I will follow any and all rules of riding conduct and safety established by USHJA and the instructor and/or host for any Event and I must equip myself with appropriate riding attire including an ASTM/SEI approved and fastened riding helmet and riding boots or other proper closed toe shoes when mounted.

_____ **Waiver of Liability** In consideration for my participation in instruction or other equine-related activities during this Event, I and anyone legally entitled to act on my behalf, hereby agree to release, waive, discharge and covenant not to sue STONED GOAT FARM, its owners, TIM & KRISTEN VERNA, daughter, KAYLA VERNA, its officers, directors, representatives, agents, assigns, employees, independent contractors or shareholders for any and all claims related to riding, instruction, or any other activities at Event including those arising from the ordinary negligence of STONED GOAT FARM, its officers, directors, representative, agents, assigns, employees or independent contractors. This agreement shall apply to all personal injuries and illnesses, including death, as well as any property loss or damage, including injury to or death of my horse, which may result from riding, instruction, handling horses or other activities at and or during Event.

_____ I and anyone legally entitled to act on my behalf further agree to forever hold harmless, defend and indemnify STONED FARM & TIM, KRISTEN & KAYLA VERNA, its officers, directors, representatives, agents, assigns, employees or independent contractors and shareholders for any and all claims including those arising from ordinary negligence, which may arise out of my instruction, training, or otherwise participating at Event. This includes, but is not limited to, any economic or non-economic losses, including any and all reasonable attorney's fees, due to any bodily injury, including death, or property damage sustained in connection with all activities including riding, handling, and otherwise participating in the Event.

_____ Permission to Use I hereby give my permission to STONED GOAT FARM, its agents or assigns for use of any photographs, videographs, broadcasts or other recordings or reproduction of same taken of me and/or my horse by VALLEY MIST FARM its agents or assigns at Event. The images may be reproduced, preserved, distributed and used without limitation by STONED GOAT FARM for any purpose, including sale.

CONSENT TO TREATMENT

_____ In the event that I am injured or become ill and am not conscious or otherwise capable of making an informed decision regarding my medical care, I hereby consent to such emergency care and emergency calls as are deemed necessary and prudent by STONED GOAT FARM owners and all staff until a medical professional arrives, or until such time as I regain consciousness, or the designated person above can be reached and consent to or decline treatment on my behalf. I agree to hold STONED GOAT owns and staff, officers, directors, instructors, and contractors harmless for care given in such an emergency situation and I agree that I am responsible for all costs, including an ambulance called by STONED GOAT, incurred as a result of the accident.

_____ **Severability and Venue** I expressly agree that this agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and is intended to be as broad and inclusive as the laws of that State allow. If any portion thereof is held invalid, the remainder of the agreement shall continue in full legal force and effect and that if legal action related to this agreement is brought, it must be brought in an appropriate court of jurisdiction in the State of Pennsylvania

_____ **I HAVE READ AND UNDERSTAND THE PENNSYLVANIA Equine Activities Liability Act (EALA) – “You assume the risk of equine activities pursuant to Pennsylvania law.” . I HAVE READ AND UNDERSTAND THIS ENTIRE PARTICIPATION AGREEMENT. I UNDERSTAND THAT THIS A LIABILITY WAIVER AND RELEASE AND A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.**

Signature

date