

HEARTWINDS FARM, LLC.
1600 Mapledale Rd., Elizabethtown, PA 17022
RELEASE AND WAIVER OF LIABILITY

I, _____ on behalf of myself (or my minor child) _____
[Print First and Last Name] [Print Child's Name]

I Reside at _____,
[Street Address] [City] [State] [Zip]

In consideration for allowing me (or my minor child) to ship a horse or horses in for the express purpose of riding in the arena and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH**, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
2. **Voluntarily assume the risk and danger of injury** or death inherent in the use of the arena at Heartwinds Farm, LLC, hereinafter referred to as the Stable.
3. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Stable, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.
4. **Release the Releasees** from any claim that such Releasees are or may be negligent in connection with my riding experience while using the arena at the stables,
5. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the Stable, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the arena.
6. **The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Pennsylvania** and is intended to be as broad and inclusive as is permitted by **Pennsylvania Law (RIDE AT YOUR OWN RISK)**, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
7. **Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the Stable or its owner, agents, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.
8. **IT IS RECOMMENDED THAT ALL RIDERS WEAR PROTECTIVE HEAD GEAR. I ASSUME THE RESPONSIBILITY TO PROVIDE PROPER PROTECTIVE HEAD GEAR AND ANY INJURY THAT MAY RESULT IF PROTECTIVE HEAD GEAR IS NOT USED BY ME (OR MY MINOR CHILD).**
9. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.
10. I understand that ship-in fees are \$15.00 per rider/per horse for up to a 1-hour timeframe of using the arena and must be scheduled in advance. I understand that the premises are monitored with security cameras.
11. I agree to abide by the following rules for Ship-In's:
 - Any manure in the arena must be cleaned and placed in the manure pit at the conclusion of the ride.
 - Horse feet will be picked on the mats in the hallway adjacent to the arena and all footing material will be swept back into the arena.
 - The sliding door to the arena will be closed during any ride times and will be closed again after my ride.
 - All lights and fans in the arena are to be turned off prior to leaving.
 - Barn doors are to be returned to the same degree of open/close as they were when you arrived (barn in heated)
 - No other facilities are to be used by ship in riders with the exception of the restroom.
 - Wash stall facilities are available for an additional fee and the wash stall must be cleaned and swept before leaving.

I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release the stable, It's owners, employees and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse on their property.

[Date]

[Signature]