

2023 Assumption of Risk, Release of Liability and Indemnification Agreement

BACKGROUND STATEMENT

HEAVENLY GAITS THERAPEUTIC RIDING CENTER, INC. ("Heavenly Gaits") is in the business of organizing, conducting and providing horses, equipment and facilities for equestrian activities, which activities include but are not limited to, providing open rides clinics and related equestrian training referred to herein as the "Activities". The undersigned desires to participate in the Activities. now therefore and in consideration of being allowed to participate in any way in one or more of the Activities as the context requires, I acknowledge, appreciate and agree that:

1. **GENERAL.** Risks of Activities include, but are not limited to, death, personal injury, loss of income or the enjoyment of life, and pain, and scarring or disfigurement. The causes of possible injury are many, including but not limited to; injury from bodily contact, incidental or inherent in the nature of the Activities, slipping and falling or tripping on surfaces, regardless of physical or environmental conditions, injury from equestrian activities or horseback riding; injury due to supervision or lack of supervision by Heavenly Gaits' employees or agents, including trainers or instructors, or to rules or regulations and instructions (or lack thereof) regarding the use of equipment or to the nature of the activity itself; or injury caused by other participants; and malicious acts of other participants, regardless of whether Heavenly Gaits had or should have had knowledge of the likelihood of malicious acts by such participant.

2. **ASSUMPTION OF RISK.** i knowingly and freely assume all risks related to or arising out of any activities, both known and unknown, including any injury or action caused by me that harms or injures in any way a pedestrian or non participant, or others, even if arising from the negligence, gross negligence or reckless disregard of the releases (as defined in the next paragraph) or others and assume full responsibility for my participation.

3. **RELEASES FROM LIABILITY.** I, for myself and on behalf of my heirs, assigns, personal representatives and whomever else may have an interest either at common law or by operation of statute, hereby release, waive, relinquish, discharge and covenant not to sue heavenly gaits, its employees, other participants, and if applicable, owners and lessors of premises used to conduct the Activities ("Releases"), from liability from Any and all claims or liabilities for all and any injury, disability, death, or loss or damage To myself, any person or property, whether arising from the negligence, gross Negligence or reckless disregard of the releases or otherwise, sustained as a result of, Arising out of, or related to, any activities, to the fullest extent permitted by law.

4. **REPRESENTATIONS AND WARRANTIES.** I represent and warrant I am in good physical condition and able to safely participate in any Activities. I acknowledge that Heavenly Gaits has made no recommendations or determinations as to my fitness or ability to participate in any Activities. I further agree that I will not participate in any Activities or use any equipment unless and until I determine that I have thoroughly familiarized myself with the correct use and operation thereof.

5. **SEVERABILITY.** I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the international laws of the Commonwealth of Pennsylvania and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

6. **MISCELLANEOUS.** This Agreement is entered into in Clarion County, Pennsylvania and shall be constructed under the internal laws of the Commonwealth of Pennsylvania in Clarion County, Pennsylvania.

I have read this assumption of risk, release of liability and indemnification agreement, fully understand its terms, understand that i have given up substantial rights by signing it, including the right to sue, and sign it freely and voluntarily and intend to completely and unconditionally release Heavenly Gaits from all liability in connection with my participation in, or attendance of, and activities.

See other side.

PARTICIPANTS *OVER* THE AGE OF 18

This is to certify that I do consent and agree to assumption of risk, release from liability and indemnification as provided herein with all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the RELEASES from all and any liabilities incident to my involvement or participation in any Activities as provided herein, Even If Arising from Negligence, Gross Negligence or Reckless Disregard of the Releases, to the fullest extent permitted by law.

Accepted and agreed effective as of _____
MONTH DAY YEAR

Signature of Participant _____

Print Name of Participant _____

Participants Address _____

PARTICIPANTS UNDER THE AGE OF 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her assumption of risk, release from liability and indemnification as provided above with all the Releases, and, for Myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the RELEASES from all and any liabilities incident to my minor child's involvement or participation in any Activities as provided above, Even If Arising from Negligence, Gross Negligence or Reckless Disregard of the Releases, to the fullest extent permitted by law.

- Accepted and agreed effective as _____
Month Day Year
- PRINT Name of Participant _____
- SIGNATURE of Participant _____
- PRINT Parent/Guardian Name and Relationship _____
- SIGNATURE of Parent/Guardian _____
- Address of Participants Parent/or Guardian _____

City State Zip