



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND THIS DOCUMENT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND/OR YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF REINBOW'S END INC, ITS OWNER, EMPLOYEES, CONTRACTORS (LISA BENT AND ELIZABETH SOLOMON), ASSIGNS AND AGENTS AS WELL AS OTHERS ON THE PROPERTY OR AT HORSE SHOWS OR OTHER EVENTS OFF-SITE.

Rider's Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Allergies or Medical Condition: _____

Medical Insurance Information: _____

Emergency Contact: _____

I, _____, on behalf of myself and/or my minor child _____, and/or our personal representatives, heirs, next-of-kin, spouses and assigns, and in consideration of allowing me and/or my minor child to handle and/or ride a horse, pony, donkey, or some cross thereof (hereinafter "equine"), I HEREBY:

1. Acknowledge that an equine, without warning or apparent cause, may buck, stumble, trip, roll, fall, rear, bite, kick, run, spook, jump obstacles, step on a person's feet, push or shove a person and/or make unpredictable movements. I also acknowledge that equipment such as saddles, bridles, or other tack and equipment may loosen or break. All of the preceding may cause the rider to fall to the ground or be jolted, potentially resulting in serious injury or death.

2. Acknowledge and understand HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY THAT INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY OR DEATH because of the unpredictable nature and irrational behavior of equines, regardless of the extent of their training and past performance.

3. Reinbows End Inc 1086 Green Land Road λ Malvern λ PA λ 19355 3. Voluntarily assume all the risk and danger of injury or death inherent in the handling or riding of an equine and the use of saddles, bridles, other tack or equipment provided by Reinbows End Inc, its owner, employees, contractors, assigns and agents pursuant to Pennsylvania Law, including but not limited to the Pennsylvania Equine Activity Law – Act 93.

4. Release, discharge and agree not to sue Reinbows End Inc, its owner, employees, contractors, assigns and agents for any loss, damage, injury or death, or cost to me or my child's person, property arising out of riding or handling an equine or use of saddles, bridles, other tack or equipment provided by Reinbows End Inc or by others.

5. Release, discharge and agree not to sue Reinbows End Inc, its owner, employees, contractors, assigns and agents from any claim that Reinbows End Inc, its owner, employees, contractors, assigns and agents were negligent in connection with me or my child riding an equine, owned by Reinbows End Inc or otherwise, including but not limited to, training or selecting equines, maintenance, care, fit or adjustment of saddles, bridles, other tack or equipment, instruction on riding skills or leading and/or supervising riders, which results in loss, damage, injury or death.

6. I release, discharge and agree not to sue Reinbows End Inc, its owner, employees, contractors assigns and agents from any claim that others on the property or at off-site events were negligent in connection with me or my child riding an equine owned by Reinbows End Inc or otherwise.

7. Indemnify and hold harmless Reinbows End Inc, its owner, employees, contractors, assigns and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either me or my child's handling or riding the equine and/or use of any saddles, bridles, other tack or equipment provided therewith, whether owned by Reinbows End Inc or otherwise, resulting from or contributed to by my own negligence.

8. Agree that I am responsible for all damage caused by myself, my child, or my equine while on Reinbows End Inc property or when I or my child is using Reinbows End Inc property. This includes but is not limited to damage to fencing, buildings, trailers, and/or other equines.

9. Release Reinbows End Inc, its owner, employees, contractors and agents from any claim that Reinbow's End Farm Inc, its owner, employees, contractors and agents were negligent in connection with any injury or death that may befall my equine while in the care and control of Reinbows End Inc.

10. Expressly agree that the foregoing release and assumption of risk and indemnity agreement is governed by the laws of the State of Pennsylvania and is intended to be as broad and inclusive as is permitted by the Pennsylvania Equine Activity Law – Act 93, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the Reinbows End Inc 1086 Green Land Road λ Malvern λ PA λ 19355 balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

11. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Rainbows End Inc, its owner, employees, contractors, assigns and agents or any injury or damage in breach of this contract, I will pay all attorney's fees and costs incurred by Rainbows End Inc, its owner, employees, contractors, assigns and agents.

12. AGREE THAT ALL RIDERS INCLUDING MYSELF AND MY CHILD MUST WEAR A PROTECTIVE HELMET AND HARD-SOLED BOOTS WITH HEELS AT ALL TIMES. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR USE FOR MY OWN OR MY CHILD'S SAFETY BUT THAT IT IS STRONGLY RECOMMENDED THAT I PURCHASE AN ASTM-SEI APPROVED RIDING HELMET OF MY OWN AND/OR FOR MY CHILD FROM AN EQUINE TACK STORE.

13. Acknowledge that if the person who is to enter into the Agreement is under eighteen (18) years of age, his or her parent or guardian must read this Agreement and sign below on behalf of the minor.

14. Acknowledge that no dogs are allowed on the property of Rainbows End Inc except those owned by Rainbows End Inc, its owner, employees, contractors, assigns and agents.

15. Acknowledge that failure to call and/or email and give at least twelve (12) hour notice of cancellation of a lesson will result in the client being charged for that lesson. Acceptable phone numbers are (484) 238-5939 or (610) 306-2708 and email is rainbowsendfarm@gmail.com.

I HAVE READ AND UNDERSTAND THIS ENTIRE DOCUMENT. I UNDERSTAND IT IS A CONTRACT NOT TO SUE AND TO RELEASE REINBOW'S END FARM, ITS OWNER, EMPLOYEES, CONTRACTORS, ASSIGNS AND AGENTS FOR ALL CLAIMS. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN THIS RELEASE AND WAIVER AS A CONDITION TO REINBOW'S END FARM, ITS OWNER, EMPLOYEES, CONTRACTORS, ASSIGNS AND AGENTS ALLOWING ME AND/OR MY CHILD TO RIDE OR HANDLE AN EQUINE.

Date

Signature