

Release of Liability



Parent / Legal Guardian on Behalf of Minor Child

Under the Pennsylvania Equine Activity Liability Act, each participant who engages in horseback riding or other equine activities expressly assumes the risk of engaging in said activities and assumes legal responsibility for injury, loss, or damage to person or property resulting from said equine activities.

The undersigned acknowledges that he / she is the parent and /or legal guardian of _____, a minor child ("the minor child"), and that he / she has the authority to act on behalf of the minor child and enter into this agreement which substantially affects the legal rights of the undersigned as well as his or her minor child.

The undersigned acknowledges that the minor child is permitted to participate in riding activities at Rainbow's End Farm, Inc. and all activities related to such. In consideration of the undersigned's request that his or her child be permitted to participate in Rainbow's End Farm instructional equestrian program, the undersigned acknowledges and agrees that:

1. Participation in activities related to horses, including but not limited to, being in the presences of, riding, grooming, and / or leading brings significant risk of injury and great harm, including but not limited to serious bodily injury, paralysis and even death. Educating oneself and acquiring special knowledge about how to handle horses and how to conduct oneself if the presence of horses may be useful, however, the undersigned acknowledges and understands that such knowledge and / or experience does neither reduce the risk nor serves to prevent the possibility of serious injury, including but not limited to serious bodily injury, paralysis and /or death. The undersigned agrees to ensure that his / her minor child adheres to safety guidelines, practices and procedures concerning all aspects related to participation in the equestrian program, including but not limited to proper dress and safety equipment.
2. The undersigned knowingly and voluntarily assumes any and all risks, known or unknown, associated with the minor child's participation in Rainbow's End Farm equestrian program, even if such injury or harm results from the negligence of the undersigned, the minor child or any other third party. The undersigned agrees to accept all responsibility for any and all losses and / or injuries sustained by the minor child or their property as a result of the minor child's involvement and participation in Rainbow's End Farm equestrian program.
3. The undersigned releases, indemnifies and holds harmless Rainbow's End Farm, Inc., including but not limited to its officers, shareholders, members of the board of directors, affiliates, subsidiaries, related entities and organizations, partners, agents, successors, instructors, volunteers, employees, other program participants, sponsoring agencies, sponsors, advisors and/or owners of the premises used for the subject activities from any and all claims, demands, damages, causes of action, losses to their person or property, disability and / or death, resulting from or which may arise as a result of the minor child's participation in Rainbow's End Farm equestrian program, whether or not the injuries and damages result from the negligence of the minor child or any other person and / or entity.
4. The undersigned further acknowledges that if he / she violates the terms of this Release, he / she shall be responsible for any and all costs incurred by Rainbow's End Farm and / or its affiliates, including but not limited to reasonable attorney's fees and costs of suit, to defend claims brought contrary to the terms stated herein.

THE UNDERSIGNED ACKNOWLEDGES READING AND UNDERSTANDING THE TERMS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FULLY AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT HE / SHE HAS GIVEN UP SUBSTANTIAL RIGHTS ON HIS / HER OWN BEHALF, AS WELL AS ON BEHALF OF HIS / HER MINOR CHILD, SPOUSE, HEIRS, AND / OR PERSONAL REPRESENTATIVES AND THAT THIS AGREEMENT IF SIGNED IS SIGNED VOLUNTARILY AND WITHOUT INDUCEMENT.

Parent / Legal Guardian of Minor Child:

Date: _____

_____ (Signature)

_____ (Print Name)