



1275 State Road, Lincoln University, PA 19352

## HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

***This form must be completed by and for each participant.***

Premises owners name are Roger Riale Jr and Kimberly Riale herein after known as Paradox Country Farm LLC

### PLEASE READ CAREFULLY BEFORE SIGNING

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE I, the following individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding at and with Paradox Country Farm LLC, and that this RIDER will ride his/her own horse or one borrowed or leased by RIDER'S own arrangement today and on all future dates:

RIDER NAME & AGE (if under 18): \_\_\_\_\_

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of Pennsylvania and Chester County. Any disputes by the RIDER shall be litigated in and venue shall be Pennsylvania and Chester County.

The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

C. ACTIVITY RISK CLASSIFICATION – Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. NATURE OF RIDING HORSES – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where on much smaller, weaker predator animal (human) tries to impose its will on, and become on unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

E. RIDER RESPONSIBILITY – Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE – Paradox Country Farm LLC is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

G. INSPECTION OF PREMISES – RIDER has inspected Paradox Country Farm LLC's facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER'S intended purpose, usage and presence upon the Paradox Country Farm LLC's premises.

H. PROTECTIVE HEADGEAR WARNING – I have been fully warned and advised by Paradox Country Farm LLC that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors 18 and under are required to wear protective headgear.

I. LIABILITY RELEASE – In consideration of Paradox Country Farm LLC allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release Paradox Country Farm LLC, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to Paradox Country Farm LLC ordinary negligence; and I do further agree *that except in the event of Paradox Country Farm LLC gross negligence and willful and wanton misconduct*, I shall not bring any claims, demand, legal actions and causes of action, against Paradox Country Farm LLC and/or its associates, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Paradox Country Farm LLC, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Paradox Country Farm LLC

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

## SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

We understand that we are acting under PENNSYLVANIA EQUINE LAW which states: "You assume the risk of equine activities pursuant to Pennsylvania Law."

\_\_\_\_\_  
SIGNATURE OF RIDER (Parent must sign for rider 17 & under.)

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PARENT, or GUARDIAN

for  
(Please print)

## **Farm Rules**

No smoking in or around the barn area

Drive Slowly. Watch for people, horses, and other animals. 10 mph Speed Limit (or less) on all driveway areas

All rider's and guests must sign a liability release before handling or riding any horse. It is a boarder's responsibility to ensure that his/her guests have completely filled out and signed a release.

Persons under 18 may not ride unsupervised without trainer's or parents' permission. USPC approved helmets with chin harnesses in place must be worn while mounted.

Tie horses only to crossties or inside stalls. Please do not tie a horse to the fence rails.

It is expected that parents will stay for their child's lesson. You may drop children off for lessons if you have let your trainer know you are leaving and are arriving back by the end of the lesson. Be aware that if there is a problem medical wise that an ambulance may be called if you are not on the premises. It is not acceptable to leave your children for more than the lesson time without prior arrangement.

Jumping is allowed only during instruction by a trainer. If you own your own horse, in the case of boarding or use of the facilities by an outside farm, use discretion. Leasers, see your lease rules for specifications.

Each person is responsible for cleaning up after themselves and their horses (whether you own your own horse or are using a PCF horse for a lesson.

Each person is responsible for cleaning their tack they have use to ensure clean, safe riding equipment for every rider at PCF. If there is a problem in any of the equipment please inform Kim right away.

Please do not bring your dog. If you must bring your dog, you must keep him/her on a leash or in your car at all times.

Do not feed any horse but your own without owner's permission. Do not allow your horse to "sniff noses" with other horses, as this can lead to injury.

We schedule lessons, once the Monthly Lesson Package is paid. À La Carte lessons are not guaranteed, but we will do our best to accommodate.

In order to cancel Subscription Package, you must give 20 days notice, or next month's lesson fees will be charged.

Please follow our 24 Hour Cancellation Policy – When you schedule a lesson, that time slot is reserved especially for you. Should you need to cancel/reschedule your lesson, we require 24 hour notice. If we do not receive 24 Hours Notice, your lesson may not be rescheduled or made up. All paid lessons, may be made up within the paid month, as long as given 24 Hours Notice.

Vacations/Known Absence: Notices may be given to Kim after the 25th of each month, for the upcoming month. Be sure to give plenty of notice to ensure a make-up availability. We cannot account for those waiting for 24 Hour Notice, to let us know about an absence, but will do our best to inform you of an opening. Most openings will be posted on Facebook for the week.

Each person will implement any instructions or suggestions for safety made by our staff.

Each person will respect barn hours and will notify Paradox Country Farm if you are going to be on the premises without prior permission.

**I have carefully read the rules and agree to obey them.**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
(If under 18, parent or guardian must sign)

