

2003 Equine Activity Release

New Promise Farms, LLC

Kutztown, PA 19530

Rider: _____ Phone # _____ Alt phone # _____

Address: _____ Date _____ For lessons? Y N

_____ Emergency Contact: _____

In riding the equine, _____, (hereafter referred to as the Equine), the Rider accepts any and all responsibility for their person and for those persons the Rider allows permission to engage in equine activities with the equine, being those of underaged children named _____ and aged _____. The Rider much read, understand and agree to the following terms of this Riding Agreement. This Riding Agreement is for one hour of rental time and will be retained on file in the event the Rider engages in this activity at New Promise Farms, LLC in the future.

____ #1. The Riding Agreement for the equine negates all responsibility to the owner, New Promise Farms, LLC, by the Rider for any injury or death associated with engaging in equine activities with the equine or while engaging in any activity on the property located on Fenstermacher Rd, Kutztown, Pa.

____ #2. The Riding Agreement does not entitle the Rider to rights of transfer of Riding Agreement or ownership of the equine in any possible capacity. The Riding Agreement does not accord the Rider the right to rent or loan the equine or her equipment to a third party, nor to remove the equine from the property, at any time, without written permission from the owner, New Promise Farms, LLC.

____ #3. The Rider does understand that equine activities are considered dangerous and can result in serious injury and even death to persons engaging in these activities. Horses are subject to flight or fight instincts when placed in a situation in which the equine feels threatened. No amount of training can eliminate this instinct possessed by the equine and thus the equine is to be considered a possible danger to the Rider and to those persons engaging in all activities involving the equine. The owner cannot be held responsible for any and all injuries or death associated with engaging in activities with this equine.

____ #4. The Rider was instructed by the owner for the proper use of riding apparel and equipment for safety. This includes, but is not limited to, an approved riding helmet, hard leather boots with a heel and leather riding gloves. The Rider agrees to wear the proper safety equipment while engaging in any and all activities associated with this equine. The owner cannot be responsible for any and all injuries or death resulting from improper use or fit of safety equipment.

____ #5. The Rider (and any minor children) were thoroughly certified by the instructor (Dodie Sable) as having the necessary skills and ability to ride, tack, groom and handle this equine. The instructor fully explained the obvious quirks of personality associated with this equine. The instructor fully explained this riding contract with the Rider and instructed the Rider on his/her responsibilities regarding the management of the equine during the term of the Riding Agreement. The instructor cannot be held responsible for any and all injuries or death resulting from improper management of the equine.

____ #6. The Rider will not place his person, those underage children, or the equine in any dangerous situation in which he, the children, or the equine can be injured or killed. This includes, but is not limited to, riding on the out side the ring or indoor arena, riding the equine at too fast a pace for the footing available, jumping the equine over any obstacle, and placing more than one person at a time on the equine. The owner cannot be responsible for any and all injuries or death resulting from the Rider placing anyone or the equine in a dangerous situation.

____ #7. The Rider will follow all the barn rules, as attached addendum lists. These rules are for every person on the property, for whatever reason, and are not subject to exception. Any Rider breaking any rule as listed will have this Riding Agreement terminated immediately and will no longer be allowed on the farm property for any reason. The Rider has read and understood all the stable rules and will abide by them at all times. The owner cannot be responsible for any injury or death resulting from disobeying the rules.

The Rider and the owner have come to an agreement as set forth in this contract. Both parties understand their responsibilities during the term of this Riding Agreement. Any changes to the terms as set forth here are to be made in writing, signed and dated by both parties.

_____ Date _____
Signature of the Rider (parent/guardian if under 18)

_____ Date _____
Signature of manager, New Promise Farms, LLC