

WindSwept Acres LLC at Stonetown Stables

341 Stonetown Road
Birdsboro, PA 19508
&
91 Mexico Road
Oley, PA 19547

RELEASE and ASSUMPTION OF RISK

I _____ hereby acknowledge that I have voluntarily chosen to participate in or observe the activity of horseback riding at WindSwept Acres LLC at Stonetown Stables (“WSA”). I understand that participating in or observing the activity of horseback riding is a high-risk undertaking, and that my participation or observation of this activity is wholly at my own risk. I understand that being at WSA involves all inherent risks associated with horses, including the propensity of horses to behave in ways that may result in injury to person and property. The dangers and risks include, but are not limited to, death, serious bodily injury, including neck and spinal injury which may result in complete and partial paralysis, brain damage or impairment to other aspects of the body, general health and well being, and the future ability to earn a living, engage in other business, social and recreational activities, and generally to enjoy life.

I understand the unpredictability of horses’ reactions to sounds, sudden movements, smells, and unfamiliar objects; persons or other animals; hazards with other horses or objects; and, the potential of a participant or observer to act in a negligent or unskilled manner which may contribute to inability to maintain control over the animal. By participating in or observing this activity, I agree to assume responsibility for all such risks to me and my property. If my acts or omissions cause damage to any WSA property, including but not limited to the jumps in the field, the arenas, and the animals, I agree to promptly and fully reimburse WSA for the costs of the repair or replacement, at WSA’s discretion, of the damaged property.

I hereby release, indemnify and hold harmless WSA, it’s officers, directors, owners, Jamie L. Gilbert Faller and Joseph A. Faller, their respective agents, employees, and family members (collectively the “released parties”) from and against any and all liabilities, losses, injuries (including personal injury, death, and property damage) costs, demands, suits, judgments, claims or expenses including without limitation, attorney fees (collectively “liabilities”) that rider, parent, student or other family member or agent thereof may incur or suffer as a result of any action or inaction, or negligence, by any of the Released Parties or as a result of the rider’s observation of or participation in the instruction and activities embodied in the program of horsemanship, or as a result of the condition and use of property, equipment, premises or services of any of the Released Parties.

Do not sign if you do not fully understand or do not agree with the above terms. By signing below, you further acknowledge that you had the opportunity to review this Release and Assumption of Risk with an attorney or advisor of your choice.

READ, UNDERSTOOD AND AGREED TO this _____ DAY OF _____, 20 _____ :

Participant or Parent (if minor) Signature

Name of Participant or Minor

Participant or Parent (if minor) Signature

Address