

**RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

(Revised 9/8/18)

The undersigned participant, and his or her parent or legal guardian if the participant is under the age of 18 years old, is aware that equine activities in which the participant may directly or indirectly engage, whether mounted or un-mounted, to include but not be limited to: horseback riding, training, driving, jumping or otherwise being a passenger upon an equine; and also handling, leading, grooming and otherwise attending to the equine, are activities and events which pose potentially **serious risks of injuries or death** to the participants. I understand that the participant may be injured or die as a result of the participant's negligence, the negligence of others, or through no fault of the participant or anyone else but because of the nature of the activity in which the participant is going to be engaged. I also understand that horses, even the most well-trained, are unpredictable and may be difficult to control.

**NOTICE OF INHERENT RISKS:** Equines have the propensity to behave in ways that may result in injury, harm or death to persons on or around the equine; have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; are susceptible to certain hazards such as surface or subsurface conditions, collisions with other equines or objects; propensities include kicking, biting, stamping, stumbling, rearing, and others; tack equipment can fail resulting in falling or loss of control; and activities have the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability. Equine activities are **INHERENTLY DANGEROUS**.

This waiver shall remain valid unless expressly revoked by me, or if a minor, by a parent or guardian, in writing, with receipt acknowledged in writing by an agent/director of the Living Streams Ranch. Furthermore, with this waiver, I expressly assume the risk of injury or death due to the ordinary negligence of the Living Streams Ranch, located at 2375 Schukraft Rd, Quakertown, PA 18951 and any and all of its employees, agents, volunteers, and representatives, However, I understand that this release is not intended to prevent or limit liability in the event of gross negligence or willful misconduct by any of the aforementioned parties.

With knowledge of the foregoing, and as an inducement for the participant's ability to participate in equine activities at the Living Streams Ranch, I hereby agree to waive and release any and all rights that I or my heirs may have to make a claim against the Living Streams Ranch and all its agents, employees, representatives and volunteers, arising from any damages, injury or death which the participant might sustain while engaging in equine activities at the Living Streams Ranch. I further agree to indemnify and hold harmless the Living Streams Ranch, its agents, representatives and volunteers from any claims which I might make or which might be made on my behalf by others or which might be made against the Living Streams Ranch by others, arising from the participant's equine activities at the Living Streams Ranch. Furthermore, I agree to indemnify the Living Streams Ranch for any injury, death, loss or damage to any personal property when such injury, death, loss or damage arises from the participant's equine activities or at an event hosted by the Living Streams Ranch.

**BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP, WAIVING AND RELEASING, ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM AGAINST THE LIVING STREAMS RANCH AND ANY OF ITS AGENTS, EMPLOYEES, VOLUNTEERS OR REPRESENTATIVES, FOR ANY INJURIES THE PARTICIPANT MIGHT SUSTAIN TO ITS PERSON OR ITS PERSONAL PROPERTY, WHILE HORSEBACK RIDING OR OTHERWISE PARTICIPATING, EITHER DIRECTLY OR INDIRECTLY, MOUNTED OR UNMOUNTED, IN AN EQUINE ACTIVITY AT THE LIVING STREAMS RANCH, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, THE LIVING STREAMS RANCH AND ALL OF ITS EMPLOYEES, AGENTS, VOLUNTEERS OR REPRESENTATIVES, FOR INJURIES TO ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE I AM ENGAGED IN EQUINE ACTIVITIES AT THE LIVING STREAMS RANCH. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THIS HOLD HARMLESS AGREEMENT AND I DO SO KNOWINGLY AND VOLUNTARILY.**

Participant Name (printed): \_\_\_\_\_ Participant Signature: \_\_\_\_\_

Parent/Guardian Name (printed): \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

Today's Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Participant's Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

**PARENT OR GUARDIAN RELEASE AND WAIVER:** I/We, am/are the parent(s) or guardian of \_\_\_\_\_, a minor, and on the minor's behalf and on my/our own behalf as the parent or guardian of the minor, I/we accept the release and waiver of liability contained within this form as an inducement for allowing my/our child, or this minor, to participate in equine activities which may occur at Living Streams Ranch. I/We have carefully read and understand the provisions as stated above, particularly, the **INTRINSIC DANGERS** associated with all equine activities. I/We further authorize emergency medical care which may be necessary. I/We represent and warrant that I/we have the legal authority to give this release.

Parent/Guardian Signature: \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

If you are not a biological parent of the minor, please provide the court jurisdiction and date where and when you received legal custody:

Court: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Note: The State of Pennsylvania requires on-line Mandated Reporter Training for ALL volunteers (regardless of age) interacting with children. In addition, all volunteers 18 or older are required to complete certain clearance reports. Before working with our riders, you will be required to complete both Volunteer Training at Living Streams Ranch and state-mandated reports applicable to you. See following pages for Instructions.

Please list your medical insurance company, policy number and expiration date:

Policy Holder Name	Insurance Company	Policy #	Expiration Date
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In the event of an emergency, please CIRCLE your nearest hospital preference Grandview Hospital, St Luke’s Quakertown, Abington Lansdale  
If other, please list here \_\_\_\_\_.

**SPECIAL NOTE:** Living Streams Ranch has liability insurance that covers the attending participants in case they get hurt. However, this insurance does not cover you if you were to be injured while on the ranch/premises and/or working as a volunteer. For this reason, it is necessary for all volunteers to have their own medical insurance. Living Streams Ranch does carry supplemental insurance.

If you have read and understand this, please initial here. **Participant initials:** \_\_\_\_\_ **LSR representative** \_\_\_\_\_ **Todays Date** / / \_\_\_\_\_

**Living Streams Ranch Photo Release**

I hereby

- consent and
- do not consent to

authorize the use and reproduction by Living Streams Ranch of any and all photographs and any other audiovisual and printed materials of me or my son/daughter (if participant is under 18 years of age) for the promotional and educational activities or other uses for the benefit of the programs at Living Streams Ranch.

Print name of Participant \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Is participant under 18 years of age? \_\_\_\_\_ If yes, Print name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian if under 18: \_\_\_\_\_ Date: \_\_\_\_\_

**Living Streams Ranch  
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**Phone 267-374-0465**