

2375 Schukraft Rd Quakertown, PA 18951 (267)374-0465 livingstreamsranch.org

## RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

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. All or some of the activities noted herein may take place on the property (the "Premises") located at 2375 Schukraft Road, Quakertown, PA 18951.

## 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):	Date of Birth:
Participant Signature:	Date:
Parent/Guardian Name (printed):	
Parent/Guardian Signature:	Date:
Address:	
City, State, Zip:	
Phone:	

## **PARENT OR GUARDIAN RELEASE AND WAIVER:**

I/We, am/are the parent(s) or guardian of	our child, or this minor, to participate in e carefully read and understand the associated with all equine activities. I/We
Parent 1 / Guardian Printed Name:	
Parent 1/ Guardian Signature:	Date:
Parent 2 Printed Name:	
Parent 2 Signature:	Date:
If you are not a biological parent of the minor, please provide the cour you received legal custody:	t jurisdiction and date where and when
Court:	Date:

A copy of the custody document will need to be produced before sessions can begin.

## **Medical Insurance Coverage Verification**

All participants and volunteers must have <i>current</i> medical insurance coverage in order to attend Living Streams Ranch.
Participant's Name:
Medical Insurance Name:
Policy Number:
Policy Holder's Name:
In the event of an emergency, please indicate your nearest hospital preference:
St. Luke's Quakertown Grand View Hospital – Sellersville Jefferson – Lansdale
After completing all of these documents, please return them via email to <a href="mailto:livingstreamsranch@gmail.com">livingstreamsranch@gmail.com</a> . If emailing is not possible, please mail to Living Streams Ranch, 2375 Schukraft Rd, Quakertown, PA 18951.