

 **Equine-Assisted Therapy**

LIABILITY WAIVER

The undersigned (hereinafter referred to as "Participant"), being of legal age or signing in conjunction with a parent or legal guardian if not of legal age, desires to enter upon the premises known as Foxfield Farm and/or to use or come into contact with horses , other animals, and/or facilities either owned or controlled by Lone Oak Animal-Assisted Therapeutic and Educational Services (hereinafter “Lone Oak”), and to visit and/or to receive training, instruction, coaching or counseling from the agents or employees of Lone Oak, and being fully aware of the risk of injury and dangers inherent in entering upon said premises and/or the handling or riding of horses and other animals, hereby elects voluntarily to enter upon said premises and/or to participate in said activities, and does hereby willingly enter into this Release, Waiver & Indemnity Agreement.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES KNOWN AS Foxfield Farm AND/OR TO USE OR COME INTO CONTACT WITH HORSES AND/OR OTHER ANIMALS OWNED OR CONTROLLED BY Lone Oak AND/OR TO RECEIVE TRAINING, INSTRUCTION, COACHING OR COUNSELING FROM THE AGENTS OR EMPLOYEES OF Lone Oak, PARTICIPANT KNOWINGLY AND EXPRESSLY WAIVES PARTICIPANT’S RIGHTS TO SUE Lone Oak, Foxfield Farm, THEIR MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS, FOR ANY INJURY, DEATH, LOSS, OR DAMAGE CAUSED TO PARTICIPANT OR TO PARTICIPANT’S PROPERTY, AND PARTICIPANT AGREES TO ASSUME ALL RISKS INHERENT IN COMING IN CONTACT WITH HORSES OR OTHER ANIMALS, WHETHER MOUNTED OR NOT, INCLUDING, WITHOUT LIMITATION, THE RISKS OF INJURY, DEATH, LOSS, OR DAMAGE TO PARTICIPANT OR TO PARTICIPANT'S PROPERTY. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS BEEN GIVEN NOTICE OF THE RISKS INHERENT IN AND INTRINSIC DANGERS OF EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A 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, AND PARTICIPANT EXPRESSLY AGREES TO ASSUME ALL SUCH RISKS AND WAIVES ALL RIGHTS TO SUE FOR INJURIES OR DAMAGES CAUSED BY SUCH RISKS. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO PARTICIPANT AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF PARTICIPANT.

IF PARTICIPANT IS A MINOR OR OTHERWISE UNDER A LEGAL DISABILITY, THIS AGREEMENT SHALL BE SIGNED BY PARTICIPANT’S PARENT OR LEGAL GUARDIAN. BY SIGNING, THE PARENT OR LEGAL GUARDIAN AGREES (i) TO WAIVE THE PARENT'S, GUARDIAN'S, AND PARTICIPANT'S RIGHTS TO SUE THE PARTIES NAMED ABOVE (ii) TO ASSUME, ON BEHALF OF THE PARENT, GUARDIAN, AND PARTICIPANT, THE RISKS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH, IN ADDITION TO ALL OTHER RISKS OF COMING INTO CONTACT WITH HORSES OR OTHER ANIMALS; AND (iii) TO INDEMNIFY AND HOLD HARMLESS Lone Oak, Foxfield Farm, THEIR MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS, HEIRS, AND ASSIGNS FROM ANY LOSS, CLAIM, SUIT, OR JUDGMENT RESULTING FROM ANY INJURY, DEATH, LOSS OR DAMAGE SUSTAINED OR CLAIMED BY PARTICIPANT (OR PARTICIPANT'S PERSONAL REPRESENTATIVE)..

It is expressly agreed by Participant and any parent or guardian whose signature appears on this document that this Release, Waiver & Indemnity Agreement shall be governed and construed as being sufficient to satisfy the assumption of risk and waiver requirements necessary to relieve equine activity sponsors and equine professionals from liability.

This Waiver shall be governed by the substantive law of the Commonwealth of Pennsylvania without giving effect to principles of conflicts of laws. If any provision of this Waiver is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions contained in this Waiver shall remain in effect. The venue for any and all disputes arising from or related to this Waiver shall be the federal or state courts with jurisdiction over Lancaster County, Pennsylvania. If Lone Oak takes any legal or equitable action, including, without limitation, in the course of defending against an action brought by you or a third party, to enforce this Waiver or seek remedy for any breach thereof, Lone Oak shall be entitled to recover any and all costs and expenses incurred, including attorneys' fees, incurred in furtherance thereof.

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Signature of Participant/Guardian Date**