

**Iron Horse Farm
130 Ridings Way
Embreeville, PA 19320**

**WAIVER, RELEASE, AND INDEMNITY AGREEMENT
This Release Contains Important Limitations of Legal Liability**

This waiver, release, and indemnity is intended to be given for the benefit of Anne and Paul Hellhake, Kyley and Mike DiLuigi, Laurel Hellhake, either individually or collectively their agents, boarders, employees, invitees, contractors, and successors in interest, all of whom are hereinafter jointly and severally referred to as "Iron Horse Farm".

The undersigned is a Client of Iron Horse Farm and may, pursuant and subject to the terms of a separate agreement, utilize farm facilities and services for equestrian activities, including but not limited to riding, boarding, stabling, training, lessons, showing, entertaining guests, and any and all types of activities associated directly or indirectly with equestrian activities. If Client is a minor, the term "Client" as used herein includes the minor and the undersigned parent(s) and guardian(s), jointly and severally.

In consideration of and in return for Iron Horse Farm (in addition to any fees charged or consideration provided for in a separate agreement(s)) providing and making available services and facilities to Client, Client hereby, for all Client's self and Client's heirs, legal representatives, and guests, expressly agrees to the following:

1. Client hereby acknowledges that horseback riding and any related Equine Activity performed with or around a horse is not without certain known and unknown risks, and although Iron Horse Farm has made every effort to provide a safe environment for the safe and enjoyable conduct of equine activities, they are very dangerous activities involving numerous risks of loss or damage to equipment or property, accidental injury, illness, permanent injury or death.
2. Client hereby acknowledges that a barn, stables and farm property have normal and special risks inherent in their design, construction and use that could be the cause of loss or damage to equipment or property, accidental injury, illness, permanent injury or death.
3. Pursuant to Act 93 of 2005, the Pennsylvania Equine Activity Immunity Act, "You assume the risk of equine activities pursuant to Pennsylvania Law".
4. Client hereby assumes for Client, Client's children and Client's guests ANY AND ALL RISKS INVOLVED IN OR ARISING FROM CLIENT'S OR CLIENT'S GUESTS USE OF OR PRESENCE UPON IRON HORSE FARM OR ADJOINING PROPERTY AND FACILITIES OR PARTICIPATION IN AN IRON HORSE FARM SPONSORED ACTIVITY, including without limitation, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, or stationary objects, fire, or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. It is the responsibility of Client to carry full and complete insurance coverage on his horse, personal property (including, but not limited to, horse trailers), himself/herself, children and guests.
5. Client hereby assumes for Client, Client's children and Client's guests ANY AND ALL RISKS INVOLVED IN OR ARISING FROM CLIENT'S OR CLIENT'S GUESTS USE OF A HORSE OWNED BY IRON HORSE FARM OR PROVIDED FOR EVALUATION AT THE IRON HORSE FARM PROPERTY FOR THE PURPOSE OF TEST RIDING SUCH HORSE TO EVALUATE ITS SUITABILITY FOR PURCHASE OR LEASE, including without limitation, the risks of death, bodily injury, property damage,

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I have read and understand the above statements and verify these statements by placing my initials here: _____

falls, kicks, bites, collisions with vehicles, horses, or stationary objects, fire, or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. It is the responsibility of Client to carry full and complete insurance coverage on himself, his guests and his personal property.

6. Should the Client request transportation of a horse(s), or transportation of said horse is deemed necessary by Iron Horse Farm, it is also agreed that Client waives, releases, discharges and hold harmless Iron Horse Farm, its owners, agents and employees, and all other persons from any and all rights, claims or liabilities for damages or for any and all injuries that might be sustained by the Client or Client's horse(s) prior to or during transportation.

7. Client hereby agrees to hold Iron Horse Farm and its successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever, and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of Client's or Client's guests' use of or presence upon Iron Horse Farm property, facilities, and horses, including without limitation, those based on death, bodily injury, property damage, including consequential damages.

8. Client agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. Client confirms that all such future risks are expressly assumed by Client.

9. Client agrees to indemnify and defend Iron Horse Farm against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs, or expenses, including attorneys' fees which in any way arise from Client's or Client's guests' use of or presence upon Iron Horse Farm property, facilities, and horses or from participation in an Iron Horse Farm sponsored activity, program, or show.

10. Client agrees to abide by all Iron Horse Farm rules and regulations.

11. Iron Horse Farm reserves the right to refuse to allow Client or Client's guests to use any horse, including Client's horse, upon Iron Horse Farm premises or in an Iron Horse Farm sponsored activity if in their sole determination the horse is not in proper health or is deemed to be dangerous or undesirable.

12. This agreement is non-assignable and non-transferable and is made and entered into in the State of Pennsylvania and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with state law, then that clause shall be severed from this contract, and the remaining clauses and provisions of this contract shall be enforceable. When Iron Horse Farm and Client, and Client's parent or guardian if Client is a minor, sign this agreement, it will then be binding on all parties, subject to the above terms and conditions.

13. This agreement is independent of any agreement for the use of facilities or services which may now exist or which may be entered into in the future and shall be deemed applicable to and part of any such agreement. This agreement may not be canceled, terminated or otherwise changed or modified except by an instrument in writing executed by all parties.

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I have read and understand the above statements and verify these statements by placing my initials here: _____

CLIENT HAS CAREFULLY READ THE FOREGOING WAIVER, RELEASE, AND INDEMNITY AGREEMENT, AND ACKNOWLEDGES THAT THIS INSTRUMENT CREATES LEGAL RIGHTS, OBLIGATIONS, AND LIABILITIES, AND IS INTENDED TO BE A BINDING LEGAL CONTRACT BY AND BETWEEN IRON HORSE FARM AND MYSELF. CLIENT ACKNOWLEDGES THAT IRON HORSE FARM HAS OR WILL BE PROVIDING SERVICES AND/OR FACILITIES IN RELIANCE UPON THIS AGREEMENT.

On the line provided below, please print the following works and then sign:

"I have read and understand the above agreement and fully agree with the contents."

Client Name (Print): _____

Client (if 18 or older),
Parent or Guardian

Signature: _____ Date: _____

Address: _____

Phone Numbers: _____ Cell
_____ Home
_____ Work

Email Address: _____