

BY PRESSING "ACCEPT", I AGREE THAT I HAVE READ THE EQUINE ACTIVITY INDEMNIFICATION AND LIABILITY RELEASE BELOW, I UNDERSTAND IT, AND I AGREE TO ITS TERMS. I UNDERSTAND THAT ACTIVITIES WITH HORSES ARE DANGEROUS. I ACCEPT THE RISKS INVOLVED.

EQUINE ACTIVITY INDEMNIFICATION AND LIABILITY RELEASE

This Equine Activity Indemnification and Liability Release Agreement is entered into between Northwestern Stables, Inc. (NWS) and me, the Rider/Visitor or Parent/Guardian of a minor child or ward.

In consideration of the opportunity for me or my minor child or ward to participate in riding and barn activities at Northwestern Stables, Inc. ("NWS"), intending to be legally bound, I agree as follows:

1. HAZARDOUS ACTIVITY: I understand that horseback riding is a hazardous activity and that horses may be unpredictable; that when frightened or stressed, a horse's natural instinct is to jump forward or sideways, run, buck, rear, or bite; that horses are extremely powerful; and that rider falls may be more than 5 feet. I understand that there are many risks, known and unknown, in riding and working with horses despite all safety precautions, and I voluntarily assume these risks and dangers for myself (or, if the rider is my minor child or ward, also for that child).

2. RIDING HELMETS: I agree to wear (or, if the rider is my minor child or ward, that the child will wear) a protective, approved helmet at all times while riding at Northwestern Stables.

3. LIABILITY RELEASE. Pennsylvania law provides that adult participants involved in equine activities shall be barred from claiming liability for negligence where the adult participant voluntarily assumes the risks inherent in equine activities. Equine activities include, but are not limited to, equine training, teaching, riding instruction, shows, competitions, recreational riding, boarding, breeding, leading, handling and grooming of an equine. 4 PA. CONS. STAT. § 602 (2006). I expressly acknowledge and assume all risks involved in or arising from such equine activities and the use by me (and my minor child or ward) of, my or his or her presence upon, NWS' property and facility, including without limitation: equine-related risks, the risk of death, permanent disability, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or other stationary objects, fire or explosion, the unavailability of medical care, and the negligence and/or deliberate act of another person. I hereby

absolve and exonerate NWS and NWS' successors, assigns, officers, employees, agents, and volunteers (the "NWS Parties" of and from all liability whatsoever, and I agree not to sue any of them for or in connection with any claims, causes of action, injuries, damages, costs or expenses (collectively "Liabilities") arising out of the use of or presence on NWS's property or facilities by me or my minor child or ward, including without limitation Liabilities as may arise from death, personal injury, property damage, economic loss (including consequential damages), except only and to the extent arising from the intentional wrongful acts of NWS or its employees.

4. INDEMNITY: I will indemnify and hold harmless the NWS Parties and pay any expenses, losses, or damages incurred by any of them arising out of my activities (or those of my minor child or ward) in conjunction with activities at Northwestern Stables.

5. INDEMNITY/LIABILITY RELEASE BY PARENT OR GUARDIAN: I understand that a parent may not be able to waive the personal injury rights or other claims of his or her minor child or ward. I will indemnify the NWS Parties from any financial loss suffered as a result of any claim brought on behalf of my minor child or ward. I will not bring any claim or other legal action against any of the NWS Parties for any harm suffered by my child or legal ward arising from any activities at Northwestern Stables.

6. I certify that I am (or the minor rider is) in **proper physical condition** to participate in this activity without risk of serious injury.

Northwestern Stables Equine Liability and Photo Release

PHOTO RELEASE I give permission for the free, unlimited use of my name and photograph, or the

name and photograph of my minor child or ward, by NWS or its authorized parties, in any and all media, website, print, broadcast, telecast, or other account.