

# On the Bit Equestrian Center, LLC

## WAIVER, AGREEMENT AND LIABILITY RELEASE

This agreement outlines the terms and conditions that will govern my activities at On the Bit Equestrian Center, LLC, 1700 State Road, Oxford, PA, 19363 (the “Stable” or “On The Bit Equestrian Center”). This Agreement is between myself, \_\_\_\_\_, and On the Bit Equestrian Center LLC, its agents and employees, (collectively “OTBEC”), and the execution of this Agreement is a condition for OTBEC allowing me to engage in equestrian activities at the Stable.

### **I acknowledge the following:**

- I understand that anyone riding, handling, working with, or near an equine can suffer bodily or other injuries. **Equines are unpredictable by nature.** For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. Equines may also collide with other equines, property, equipment or individuals. I know that equines can do any of these things at any time without warning, regardless of the horse’s experience or training level. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to those who are on, near, or around them.
- I acknowledge that a barn, stables, and farm property have normal risks inherent in their design, construction and use that could be the cause of damage to equipment or property, or cause accidental injury, illness, permanent injury or death.
- I understand that riding in arenas, on trails, in pastures, around corn fields, and outside of designated arenas poses inherent risks of injury to rider and horse, as well as, death and permanent disability.
- I have observed the warning signs posted on premises regarding equine liability.
- **I understand these risks and dangers that are inherent in equine activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume other risks that are not mentioned above. I am not relying on Stable to list all possible equine-related risks for me in this document or at any other time, now or in the future.**

**WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of the activities listed above, now and in the future and at any location, and to the greatest extent allowed under Pennsylvania law, I (on behalf of myself and my minor child/ren, if any) agree to assume full responsibility for any and all bodily injuries or damages which I/we may sustain at any time when engaging in these and other activities. The term “damages,” means, for example, medical expenses, expenses and losses incurred because of bodily injuries or property damages, and/or personal property damages. I (for myself and for my heirs, administrators, personal representatives or assigns) release and discharge On the Bit Equestrian Center, LLC (including its employees, agents, members, managers), Deanna Chard, Jennifer Mink, Tanya Sellers, and others acting on their behalf from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether they are known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained or property damage which may occur at any time – now or in the future – as a result of

**engaging in any or all of the activities at any location (except if such loss, injury, or damage is directly caused by On the Bit Equestrian Center's gross negligence or wanton and willful misconduct).**

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE WAIVER, AGREEMENT AND LIABILITY RELEASE SET FORTH IN THIS DOCUMENT CONSTITUTES A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE PENNSYLVANIA EQUINE LIABILITY LAW OR ACT 93 OF 2005. BY SIGNING THIS WAIVER, AGREEMENT AND LIABILITY RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST ON THE BIT EQUESTRIAN CENTER LLC (INCLUDING ITS EMPLOYEES, AGENTS, MEMBERS, MANAGERS), DEANNA CHARD, JENNIFER MINK, TANYA SELLARS,. IN PARTICULAR, I AGREE NOT TO BRING A CLAIM OR SUIT FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION ON OR OFF OF THE STABLE PROPERTY; AND/OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY STABLE OR THOSE DIRECTLY AFFILIATED WITH STABLE (EXCEPT IF LOSS, INJURY, OR DAMAGE IS DIRECTLY CAUSED BY STABLE'S GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).

I HAVE CAREFULLY READ THIS WAIVER OF LIABILITY AND RELEASE. I UNDERSTAND IT, AND VOLUNTARILY AGREE TO ALL OF ITS TERMS.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
DOB: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**MINORS:**

The undersigned declares that he/she is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Agreement agrees that all of the terms and conditions will apply to the minor and shall be binding upon the undersigned and the minor.

Child's Name: \_\_\_\_\_  
Parent/Guardian's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Parent/Guardian's Printed Name: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

YOUR NAME: \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Email address \_\_\_\_\_  
Phone \_\_\_\_\_ (H) \_\_\_\_\_ (cell) \_\_\_\_\_  
Date of birth \_\_\_\_\_

**EMERGENCY CONTACT:**

NAME: \_\_\_\_\_  
Relationship to You: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_