

Tail Spin Stable

TSS

Release and waiver of Liability, assumption of risk and indemnification agreement. Read this agreement carefully before signing it. Your signature indicates that you understand this document and agree to its terms. By signing this agreement you and/or your child are giving up certain legal rights including the right to sue or recover damages in case of injury, death or property damages for any reason including but not limited to the negligence or Tails Spin Stables, its owner, employees, contractors, assigns and agents as well as others on the property or at horse shows or other events off site.

Riders Name: _____
Address: _____
Phone #: _____
Allergies: _____
Emergency Contact: _____

I, _____, on behalf of myself and/or my minor child

_____, and /or our personal representatives, heirs, next of kin, spouses and assigns, and in consideration of allowing me and or my minor to handle and/or ride a horse or pony, or some other thereof (hereinafter "equine"), I hereby:

1. Acknowledge that without warning or apparent cause, may buck, stumble, trip, roll, fall, rear, bite, kick, run ,spook, jump obstacles, step on a person's feet, push or shove a person and or make unpredictable movements. I also acknowledge that equipment such as saddles, bridles, or other tack and equipment may loosen or break. All of the preceding may cause the rider to fall to the ground or be jolted, potentially resulting in serious injury or death.
2. Acknowledge and understand horseback riding is an inherently dangerous activity that involves risk that may cause serious injury or death because of the unpredictable nature and irrational behavior of equines, regardless of the extent of their training and past performances.
3. Voluntarily assumes all the risk and danger of injury or death inherent in the handling or riding of an equine and the use off saddles, bridles, or other tack or equipment provided be Tail Spin Stables, its owner, employee, contractors,

assigns and agents pursuant to Pennsylvania Law, including but not limited to the Pennsylvania Equine Activity Law-Act 93.

4. Release, discharge and agree not to sue Tail Spin Stables, its owner, employees, contractors, assigns and agents for any loss, damage, injury or death, or cost to me or my children's persons, property arising out of riding or handling an equine or use of saddles, bridles, other tack or equipment provided by Tail Spin Stables.
5. Release, discharge and agree not to sue Tail Spin Stables, its owner, employees, contractors, assigns and agents from any claim that Tail Spin Stables, its owner, employees, contractors, assigns and agents were negligent in with me or my child riding an equine, owned by Tail Spin Stables or otherwise including but not limited to, training or selecting equines, maintenance, care, fit or adjustment of saddles, bridles, or other tack or equipment, instruction on riding skills or leading and/or supervising riders, which results in loss, damage, injury or death.
6. I, release, discharge and agree not to sue Tail Spin Stables, its owner, employees, contractors, assigns and agents from any claim that others on the property or at off-site events were negligent in connection with me or my child riding an equine owned by Tail Spin Stables. Or otherwise.
7. Indemnify and hold harmless Tail Spin Stables, its owners, employees, contractors, assigns and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either me or my child's handling or riding the and/or use of saddles, bridles, other tack or equipment provided therewith, whether owned by Tail Spin Stables or otherwise, resulting from or contributed to by my own negligence.
8. Agree that I am responsible for all damages caused by myself, my child, or my equine while on Tail Spin Stables property or when I or my child is using Tail Spin Stables property. This includes but not limited to fencing, buildings, trailers, and/or other equines.
9. Release Tail Spin Stables , its owner, employees, contractors and agents were negligent in connection with any injury or death that may befall my equine while in the care and control of Tail Spin Stables.
10. Expressly agree that the foregoing release and assumption of risk and indemnity agreement is governed by the laws of the State of Pennsylvania and is intended to be broad and inclusive as is permitted by the Pennsylvania Equine Activity Law- Act 93, and that in the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, Tail Spin Stables 128 Brandamore Rd. Honeybrook Pa, 19344 balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
11. Acknowledgment that this document is a contract and agreement that if a lawsuit is filed against Tail Sin Stables, and its owner, employee's, contractors, assigns and agents or any injury or damage in breach of the contrat, I will pay all attorney

fees and costs incurred by Tail Spin Stables, its owner, employees, contractors, assigns and agents.

12. Agree that all riders including myself and my child must wear a protective helmet and hard soled boots with heels at all times. It is my understanding that a protective helmet is available and has been offered for use for my own or my child's safety but that it is strongly recommended that I purchase an ASTM-SEI approved riding helmet of my own and/or for my child from an equine tack store.
13. Acknowledge that if the person who is to enter into this agreement is under eighteen (18) years of age, his or her parent or guardian must read this agreement and sign below on behalf of the minor.
14. Acknowledge that no dogs are allowed on the property of Tail Spin Stables except those owned by Tail Spin Stables, its owners, employees, contractors, assigns and agents.
15. Acknowledgement that failure to call and or text and give at least forty eight (48) horse notice of cancelation of a lesson will result in the client being charged for that lesson. Acceptable phone number of cancellation is (484) 319-7859.
I have read and understand this entire document. I understand it is a contract not to sue and to release Tail Spin Stables, its owner, employees, contractors, assigns and agents for all claims. I have made a free and deliberate choice to sign this release and waiver as a condition to Tail Spin Stables, its owner, employee, contractors, assigns, and agents allowing me and/or my child to ride or handle an equine.

Date: _____

Signature: _____