

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT
FOR HORSEBACK RIDING ACTIVITIES**

IN CONSIDERATION FOR THE UNDERSIGNED'S PARTICIPATION IN HORSEBACK RIDING ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, THE USE OF ANY AND ALL EQUIPMENT, ARTIFICIAL AND/OR NATURAL STRUCTURES AND/OR CONDITIONS UPON THESE PREMISES), I, ON BEHALF OF MYSELF, MY HEIRS, ADMINISTRATORS AND ASSIGNS, RELEASE AND FOREVER DISCHARGE MOUNTAIN CREEK RIDING STABLES, INC., SAMHAVEN LAKE, LLC, SC STREAM PA LLC, SC PALACE PA LLC, AND PACKARD HOSPITALITY MANAGEMENT, THEIR DIRECTORS, OFFICERS, EMPLOYERS, MEMBERS, SERVANTS, AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS (HEREINAFTER EACH INDIVIDUALLY AND COLLECTIVELY A "RELEASEE") FROM ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EQUIPMENT, ARTIFICIAL AND/OR NATURAL STRUCTURES AND/OR CONDITIONS UPON THESE PREMISES), AND THAT RESULT OR ARE CAUSED IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF EACH RELEASEE.

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INITIALS

I ACKNOWLEDGE, APPRECIATE AND UNDERSTAND THAT HORSEBACK RIDING IS A HAZARDOUS ACTIVITY; THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF PARTICIPATION IN THIS ACTIVITY; AND, THAT THERE ARE INHERENT RISKS INVOLVED IN BEING IN THE PRESENCE OF, AROUND, MOUNTED UPON, LEADING AND/OR RIDING HORSES AND IN THE USE OF THIS FACILITY INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EQUIPMENT, ARTIFICIAL AND/OR NATURAL STRUCTURES AND CONDITIONS). I UNDERSTAND THAT THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

- a. HORSES, REGARDLESS OF TEMPERAMENT OR TRAINING, ARE UNPREDICTABLE ANIMALS. THIS MAY RESULT IN UNEXPECTED REACTIONS TO WILD ANIMALS, OTHER HORSES, PEOPLE, MACHINERY, NOISES OR MOVEMENTS, BASED UPON INSTINCT OR FRIGHT.
- b. EVEN WELL TRAINED HORSES MAY, AT TIMES, FAIL TO RESPOND TO A RIDER'S COMMANDS, AND THE DEGREE OF RESPONSIVENESS MAY VARY WITH THE STRENGTH, SKILL, AND EXPERIENCE OF THE INDIVIDUAL RIDER.
- c. THE HORSEBACK RIDING ACTIVITIES ARE CONDUCTED OVER A VARIETY OF TERRAINS, INCLUDING SOME TRAILS THAT ARE IN A NATURALLY RUGGED CONDITION. I UNDERSTAND THAT AN INHERENT RISK IS THAT HORSES CAN LOSE THEIR FOOTING ON UNEVEN TERRAIN, ROCKS, SLOPES AND EVEN DUE TO WEATHER CONDITIONS, AND THAT WET, SNOWY, OR ICY CONDITIONS CAN INCREASE THE RISK OF HORSES LOSING THEIR FOOTING.

I ASSUME FULL RESPONSIBILITY FOR EACH OF THESE RISKS INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF EACH RELEASEE. I FURTHER UNDERSTAND THAT THE INSTRUCTIONS I HAVE RECEIVED IN THE USE OF EQUIPMENT IS NO GUARANTEE OF MY SAFETY, AND I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS ASSOCIATED WITH MY ACTIVITIES ON THE PREMISES (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EQUIPMENT, ARTIFICIAL AND/OR NATURAL STRUCTURES AND/OR CONDITIOND UPON THESE PREMISES).

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INITIALS

I UNDERSTAND THAT THE USE OF THE RIDING HELMETS IS RECOMMENDED FOR MY SAFETY, AND AVAILABLE WITHOUT CHARGE. I ACCEPT THE RESPONSIBILITY TO REQUEST A HELMET FOR MYSELF OR MINOR CHILDREN IN MY CHARGE. MY MOUNTING OF A HORSE WITHOUT A HELMET SHALL BE CONSIDERED AND INDICATION OF MY WILLFULL REJECTION OF THE USE OF THIS SAFETY EQUIPMENT. I UNDERSTAND THAT NO PIECE OF SAFETY EQUIPMENT, INCLUDING A HELMET, CAN PROVIDE ME WITH COMPLETE PROTECTION, AND THAT I MAY SUSTAIN INJURIES (INCLUDING DISABILITY OR DEATH) DESPITE TAKING SUCH PRECAUTIONS. **I ALSO UNDERSTAND THAT TRAIL RIDING IS SPECIFICALLY REPRESENTED TO BE UNSAFE FOR THOSE INDIVIDUALS 7 YEARS OF AGE OR UNDER, PREGNANT, OR THOSE WHO HAVE A HISTORY OF BACK AILMENTS, OR HAVE AN INCAPACITATING MEDICAL CONDITION, OR WHO WEIGH IN EXCESS OF 240 POUNDS.**

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INITIALS

I WILL ASK QUESTIONS AND REQUEST INSTRUCTIONS SO THAT I UNDERSTAND THE PROPER AND SAFE HANDLING OF THE HORSE AS WELL AS THE FUNCTION AND USE OF ALL EQUIPMENT MADE AVAILABLE TO ME.

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INITIALS

I AGREE TO RELEASE EACH RELEASEE FROM ANY LIABILITY FOR DAMAGE AND/OR INJURY (INCLUDING DISABILITY OR DEATH) TO ME OR TO ANY PERSON OR PROPERTY RESULTING DURING MY USE OF THIS FACILITY (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EQUIPMENT, ARTIFICIAL AND/OR NATURAL STRUCTURES, AND/OR NATURAL CONDITIONS UPON THESE PREMISES). I ACCEPT FULL RESPONSIBILITY FOR ANY SUCH DAMAGE OR INJURY (INCLUDING DISABILITY OR DEATH).

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INITIALS

I PROMISE NOT TO SUE ANY RELEASEE, AND AGREE TO INDEMNIFY AND HOLD EACH RELEASEE HARMLESS FROM ANY LOSS, LIABILITY, OR COST THE RELEASEE MAY INCUR DUE TO MY FAILURE TO HONOR THIS PROMISE OR AS A RESULT OF MY HORSEBACK RIDING ACTIVITY AND/OR MY USE OF THESE FACILITIES (INCLUDING ANY AND ALL EQUIPMENT, NATURAL AND/OR ARTIFICIAL STRUCTURES AND/OR CONDITIONS UPON THESE PREMISES).

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INITIALS

I ASSUME THE RISK OF EQUINE ACTIVITIES PURSUANT TO PENNSYLVANIA LAW, AND I UNDERSTAND THAT I MAY NOT RECEIVE A REFUND ONCE I HAVE BEEN ASSIGNED TO A HORSE.

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INITIALS

I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT, AND ACCEPT, UNDERSTAND AND AGREE TO ITS CONTENTS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY, KNOWINGLY AND WITHOUT INDUCEMENT. I INTEND TO BE LEGALLY BOUND, AND BIND TO MY HEIRS, ADMINISTRATORS AND ASSIGNS, BY THIS RELEASE AND WAIVER OF LIABILITY.

WITNESS SIGNATURE _____ PARTICIPANT/GUARDIAN'S SIGNATURE _____

WITNESS PRINTED NAME _____ PARTICIPANT/GUARDIAN'S PRINTED NAME _____

DATE/TIME _____ PARTICIPANT/ GUARDIAN'S CURRENT AGE _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

THIS ISTO CERTIFY THAT I, _____, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE MINORS LISTED BELOW, DO CONSENT AND AGREE TO HIS/ HER OR THEIR RELEASE AS PROVIDED ABOVE ON THE **RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT** OF ALL THE RELEASEES, AND, FOR MYSELF, MYHEIRS, ASSIGNS, AND NEXT-OF-KIN, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THIS/THESE MINOR CHILD'S/CHILDREN'S INVOLVEMENT OR PARTICIPATION IN THESE ACTIVITIES AS PROVIDED ABOVE, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW**, INCLUDING BUT NOT LIMITED TO MEDICAL AND OTHER EXPENSES WE HAVE OR MAY INCUR ON BEHALF OF SAID MINOR, AND ALSO ANY AND ALL CLAIMS OR RIGHTS OF ACTION FOR DAMAGES WHICH SAID MINOR(S) HAS OR MAY HAVE, EITHER BEFORE OR AFTER HE/SHE/THEY HAS/HAVE REACHED HIS/HER/THEIR MATURITY.

MINOR'S PRINTED NAME

MINOR'S PRINTED NAME

1. _____ Age: _____

4. _____ Age: _____

2. _____ Age: _____

5. _____ Age: _____

3. _____ Age: _____

6. _____ Age: _____

PARENT/GUARDIAN'S SIGNATURE _____

DATE _____