



LIABILITY WAIVER Please Read Carefully

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.

This waiver and release from tort and civil liability is made this _____ day of _____ (mo) _____ (yr), between equine activity participant _____ (participant) and Barnes Performance Horses LLC.

1. Participant understands that there are risks inherent in dealing with horses and equine activities. For example, participant understands that some of the inherent risks include:

- a. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine
- b. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons or other animals.
- c. That there may be hazards; including, but not limited to, surface or subsurface conditions.
- d. The possibility of a collision with another equine, another animal, a person, or an object.
- e. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

2. "You assume the risk of equine activities pursuant to Pennsylvania law." P.L. 618-2005

3. With full understanding of the inherent risks involved in equine activity, some of which have been described in paragraph 1 above, participant agrees to waive, release and hold harmless Barnes Performance Horses LLC and family members, from all tort and civil liability arising from or relating to participant in riding, boarding, and all equine activities. The agreement is to waive, release and hold harmless, includes not only Barnes Performance Horses LLC, but their employees, agents, and independent contractors whether they be trainer, instructors, veterinary personnel, and maintenance personnel and the like.

4. By signing this release and waiver, the participant understands that he/she is giving up the right to sue or make a claim which might have or which might subsequently arise or occur against Barnes Performance Horses LLC and its members and participants for any injuries the participant might sustain while on horseback or following or participating on foot or by automobile.

5. Participant agrees the participant had been given sufficient time to read, to understand, and ask questions, if any, concerning the nature and scope of the voluntary waiver agreement.

(Barnes Performance Horses LLC)

(Date)

(Participant)

(Date)

(Parent or Guardian)

(Date)