

**ARDARA SPORT HORSES LLC**  
**RELEASE AND HOLD HARMLESS AGREEMENT**

**"WARNING"**

**Under Pennsylvania law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. EQUINE ACTIVITY IMMUNITY ACT Act of Dec. 22, 2005, P.L. 472, No. 93 Cl. 42**

1. I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Melissa Gallagher, their agents and employees, ARDARA SPORT HORSES LLC (Company), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I have read and fully understand the WARNING posted above.
3. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release that Company, its officers, directors, shareholders, employees and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Melissa Gallagher. **I have read and been given a copy of the EQUINE ACTIVITY IMMUNITY ACT Act of Dec. 22, 2005, P.L. 472, No. 93 Cl. 42**
4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the ability of equine professionals beyond that statutorily provided by the above referenced EAIA; to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as **to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.**
6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) **from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's(s)' negligence, relating to injuries known, unknown, or otherwise not herein disclosed;** including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.
7. **NOTICE: Wearing an ASTM/SEI approved hard hat is REQUIRED while riding or driving.**  
Person voluntarily entering into this Release and Hold Harmless Agreement:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**If minor, person representing himself/herself to the lawful Parent/Guardian under this Release and Hold Harmless Agreement:**

Parent/Guardian Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Guardian: \_\_\_\_\_

Printed Name of Minor: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

**EQUINE ACTIVITY IMMUNITY ACT: Act of Dec. 22, 2005, P.L. 472, No. 93 Cl. 42**

An act providing for immunity for equine owners, possessors or handlers. The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

**Section 1. Scope.**

This act shall apply to an individual, group, club or business entity that sponsors, organizes, conducts or provides the facilities for an equine activity as defined in this act.

**Section 2. Immunity.**

(a) Assumption of risk.--As to those within the scope of this act, liability for negligence shall only be barred where the doctrine of knowing voluntary assumption of risk is proven with respect to damages due to injuries or death to an adult participant resulting from equine activities.

(b) Equine activities.--For the purposes of this act, immunity shall apply where an equine is utilized in the following manner:

(1) Equine training, teaching, riding instruction, shows, fairs, parades, competitions or performances which involve breeds of equine participating in an activity. This paragraph shall include, but not be limited to, dressage, hunter and jumper shows, Grand Prix jumping, three-day eventing, combined training, rodeos, reining, cutting, team penning and sorting, driving, pulling, barrel racing, steeple chasing, English and Western performance riding and endurance and nonendurance trail riding. This paragraph shall also include Western games, gymkhana, hunting, packing, therapeutic riding and driving and recreational riding.

(2) Equine or rider and driver training, teaching, instruction or evaluation. This paragraph includes clinics, seminars and demonstrations.

(3) Boarding equines, including normal daily care.

(4) Breeding equines, whether by live cover or artificial insemination.

(5) Inspecting, riding or evaluating an equine belonging to another by a purchaser or agent, whether or not the owner of the equine has received anything of value for the use of the equine or is permitting a prospective purchaser or a purchaser's agent to ride, drive, inspect or evaluate the equine.

(6) Recreational rides or drives which involve riding or other activity involving the use of an equine.

(7) Placing, removing or replacing of horseshoes or the trimming of an equine's hooves.

(8) Leading, handling or grooming of an equine.

**Section 3. Signing.**

This act shall provide immunity only where signing is conspicuously posted on the premises on a sign at least three feet by two feet, in two or more locations, which states the following:

You assume the risk of equine activities pursuant to Pennsylvania law.

**Section 4. Equine propensity.**

Evidence of viciousness of the equine shall not be required before a possessor of an equine shall be subject to liability for harm.

**Section 5. Effect on other laws.**

This act shall not affect common law or any statute for the protection of the user of the equine. In no event shall this act apply to any matter involving a motor vehicle covered by 75 Pa. C.S. Ch. 17 (relating to financial responsibility) or a successor act or to any non-equine-related activity or entity.

**Section 6. Construction.**

The immunity provided for by this act shall be narrowly construed.