

ORION FARMS LLC
RIDER RELEASE AND WAIVER OF LIABILITY

TO BE COMPLETED BY OR FOR EACH RIDER
PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN EQUINE ACTIVITIES.
ORION FARMS LLC DOES NOT GUARANTEE YOUR SAFETY

A. Rider Information. I, the following listed individual or the parent and legal guardian thereof, if a minor (“Rider”), do hereby voluntarily request and agree to participate in equine riding instruction as a student at Orion Farms LLC (“Orion”) and will either ride my own horse(s) or school horses provided by for instructional purposes by Orion:

Name (Print): _____

Address: _____

Date of Birth: _____

Phone Number: _____

Email Address: _____

Horse Riding Experience (hours): _____ None _____ 1-10 _____ 10+

Does the Rider have any mental or physical condition which may affect his/her ability to ride a horse or understand instruction, of which we should be aware of? _____ yes _____ no.

If “yes”, please describe here: _____
_____.

B. Activity Risk Classification. RIDER UNDERSTANDS THAT: Horseback riding is a hazardous activity containing numerous inherent, obvious and non-obvious risks that always present themselves in such activity, despite all safety precautions. Related injuries can be severe, resulting in more lasting residual effects than injuries from other activities. Horses are unpredictable and participation in activities in the presence of horses always involves an element of risk. Pursuant to Act 93 of 2005, the Pennsylvania Activity Immunity Act, “You assume the Risk of equine activities pursuant to Pennsylvania Law.”

C. Nature of Riding Horses. RIDER UNDERSTANDS THAT: No horse is a completely safe horse. Regardless of a horse’s training or past experience, a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, stop short, make unpredictable movements, spook, jump obstacles, step on a person’s feet, push or shove a person, saddles, girths or bridles or other equipment may loosen or break, all of which may cause Rider to fall or be jolted, resulting in property damage, personal injury or death. Orion is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse or cause it to fall or react in any unsafe way.

D. Rider Responsibility. RIDER UNDERSTANDS THAT: Upon mounting a horse and taking up the reins, Rider is in primary control of the horse, and ORION is not responsible for Rider’s actions or inactions. Rider’s safety depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the horse. Rider is responsible for his or her own safety and that of an unborn child if Rider is pregnant. Pregnant women should ride horses only under the advice of their physician. ORION advises pregnant women not to ride horses.

E. Protective Equipment/Headgear Requirement. RIDER UNDERSTANDS THAT: As a condition to riding any horse, Rider is required by ORION to wear and utilize all protective clothing and equipment, including protective headgear and proper riding shoes with heels, at all times while mounting, riding and dismounting horses. Rider’s protective headgear must meet or exceed ASTM (American Society for Testing and Materials)/SEI (Safety Equipment Institute) standards for equestrian use and carry the SEI tag. The headgear and harness must be secured, properly fitted and fastened at all times while mounting, riding and dismounting horses. If Rider is in violation of this requirement at any time, Rider must immediately discontinue riding until such headgear is properly in place.

F. Indemnification and Liability Release. RIDER AGREES THAT: In consideration of ORION allowing Rider’s participation in this activity on its premises, I, Rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, shall forever save, hold harmless, defend, and indemnify ORION and its respective owners, premises owners, affiliates, officers, directors, employees, representatives, agents, members, assigns and insurers, and others acting on Orion's behalf (each, a “Released Party”), from any and all claims, liabilities, demands, suits, damages, costs, expenses and causes of action (each, a “Claim”), including the negligence of a Released Party, whether the same be known or unknown, anticipated or unanticipated, economic or non-economic, arising out of Rider’s or Rider’s child’s use of, or presence upon, ORION’s property, facilities or horses. Rider shall bring no Claims against any Released Party resulting from or arising out of any loss, damage, injury, loss of life or property damage, sustained by Rider or Rider’s minor child arising out of the use of, or presence upon, ORION’s property, facilities or horses.

G. Governing Law. RIDER AGREES THAT: This Release and Waiver of Liability is non-assignable and non-transferable and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles.

RIDER STATEMENT OF AWARENESS

I, the undersigned Rider, being of sound mind and not under the influence of alcohol, drugs or other intoxicants, have read and understand the foregoing Release and Waiver of Liability. I/we further attest that all stated facts concerning Rider are true and accurate.

Signature of Rider: _____

Date: _____

Signature of Parent or Guardian, if
Rider is a minor: _____

Date: _____