

Kimberly Pastucka
260 Beechnut Rd,
New Ringgold, PA 17960

RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT

**NOTICE: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING! MUST BE COMPLETED IN FULL –
FRONT AND BACK**

This Agreement made this _____ day of _____, _____ and there after in perpetuity by and between **Kimberly Pastucka** and:

NAME _____ (Hereinafter referred to as "Participant");

ADDRESS _____

PHONE _____

E-MAIL _____

WHEREAS, Participant desires to engage in horse-related activities on the premises known as **Newton Farms and Schiavone Realty**, which activities include but are not limited to competitions, schooling, trail riding, lessons, training, and working around horses (hereinafter collectively referred to as "Events"); and

WHEREAS; **Kimberly Pastucka** desires to permit Participant to engage in the aforementioned activities on the premises of **Newton Farms and Schiavone Realty and any other premises** in exchange for this Release Agreement.

NOW, THEREFORE, in consideration for the permission from **Kimberly Pastucka** to engage in horse related Events on its premises, Participant as follows:

1. Participant agrees to abide by all instructions provided by **Kimberly Pastucka**, employees, agents, servants, independent contractors and representatives during each competition, lesson, trail ride and/or training session.
2. Participant agrees to abide by all posted rules and regulations provided by **Kimberly Pastucka**.
3. Participant agrees to provide appropriate and properly fitted tack for his/her horse or any horse they may be riding for each Event. Participant further agrees to inspect such tack for wear and tear prior to any Event and to repair or replace any worn components of his/her tack or borrowed tack.
4. In the event Participant owns no tack or requires the use of tack owned by **Kimberly Pastucka**, Participant will inspect and acknowledge that the tack provided by **Kimberly Pastucka** is in good condition and properly fitted to the horse on which the tack is to be used.
5. **All Participants shall wear ASTM approved headgear that meets or exceeds the standards of SEI Certified ASTM Standard F1163 during any Event. Further, in the event Participant decides not to wear protective head gear, they INDEMNIFY KIMBERLY PASTUCKA,, AND/OR ITS OWNERS, EXECUTIVES, EMPLOYEES, AGENTS, SERVANTS OR REPRESENTATIVES CORPORATLY AND PERSONALLY RESPONSIBLE IN THE EVENT OF ANY INJURY. Participant shall wear appropriate riding footwear with heels.**
6. Participant agrees that he/she is responsible for his/her own safety during any Event and/or general exposure to horses and understands that participation in horseback riding activities and Events will expose him/her to above normal risks including death.
7. Participant agrees to provide his/her own insurance coverage for injury or damage to himself/herself; his/her own horse and personal property.
8. Participant acknowledges and understands the inherent risks associated in riding and working around horses and participating in training session, which risks include, but not limited to, bodily injury as a result of using, riding jumping training or being in close proximity to horses and farm equipment. Participant acknowledges and understands that personal injury, harm or death may occur as a result of certain equine behaviors, including, but not limited to, biting, kicking; rearing; bucking; bolting; shying; falling; slipping or stumbling; stepping on; balking at or refusing to jump an

obstacle; unpredictable reactions to drugs or medications; sounds; sudden emergencies; sudden movements; unfamiliar objects, persons or other animals, including dogs; hazards of and on the land; motor vehicles; machinery; construction equipment and other motorized devices; collisions with other horses, livestock, trees, shrubberies, natural and man-made obstacles or objects. **Participant further acknowledges and understand that personal injury, harm or death may occur as a result of the inability of another person (other than Kimberly Pastucka and its employees, agents, servants or representatives) to fail to maintain control over a horse or to fail to act within that person's ability.**

9. PARTICIPANT UNDERSTANDS, AGREES AND EXPRESSLY ASSUMES ALL RISKS INVOLVED IN AND ARISING FROM PARTICIPATION IN HORSE-RELATED EVENTS OR ACTIVITIES PROVIDED BY **KIMBERLY PASTUCKA**, INCLUDING BUT NOT LIMITED TO THE RISKS OF DEATH, BODILY INJURY AND PROPERTY DAMAGE TO PARTICIPANT AND HIS/HER HORSE, WHICH MAY RESULT FROM ANY HAZARD, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN PARAGRAPH 8 ABOVE AND INCLUDING THE NEGLIGENCE AND/OR DELIBERATE ACT OF ANY OTHER PERSON.
10. PARTICIPANT AGREES THAT HE/SHE SHALL HOLD HARMLESS AND RELEASE **KIMBERLY PASTUCKA**, THEIR EMPLOYEES, AGENTS, SERVANTS, INDEPENDENT CONTRACTORS AND REPRESENTATIVES *HEREINAFTER COLLECTIVELY REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY WHATSOEVER, EXCEPT IF THE DAMAGES OR INJURIES COMPLAINED OF ARE CAUSED BY THE DIRECT, WILFUL, WANTON AND GROSS NEGLIGENCE OF RELEASEES, ON ACCOUNT OF OR IN CONNECTION WITH ANY CLAIMS, CAUSES OF ACTION, INJURIES, DAMAGES, COSTS OR EXPENSES ARISING AS A RESULT OF PARTICIPANT'S PARTICIPATION IN HORSE-RELATED EVENTS AND ACTIVITIES PROVIDED BY **KIMBERLY PASTUCKA**, AND USE OF OR PRESENCE UPON THE PROPERTY OWNED OR LEASED BY THE RELEASEES, INCLUDING WITHOUT LIMITATION, THOSE CAUSES OF ACTION BASED ON DEATH, BODILY INJURY AND PROPERTY DAMAGE, EXCEPT IF THE DAMAGES OR INJURIES COMPLAINED OF ARE CAUSED BY THE DIRECT, WILFUL, WANTON AND GROSS NEGLIGENCE OF RELEASEES. PARTICIPANT FURTHER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND RELEASEES AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, BROUGHT BY ANY FAMILY MEMBER, GUEST, OR SPECTATOR ACCOMPANYING PARTICIPANT TO ACTIVITIES PROVIDED BY JG EQUINES, LLC AND WHICH IN ANY WAY ARISES AS A RESULT OF THE PARTICIPANT'S PARTICIPATION IN HORSE-RELATED EVENTS OR ACTIVITIES PROVIDED BY **KIMBERLY PASTUCKA**, AND USE OF, OR PRESENCE UPON, PROPERTIES OWNED OR OCCUPIED BY RELEASEES.
11. Participant waives the protection of any statute in any jurisdiction, the purpose, substance and/or effect of which is to provide that a general release shall not extend to claims, material or otherwise, which the person executing the release does not know or suspect to exist at the time of execution of the release.
12. The Agreement is made and entered into the Commonwealth of Pennsylvania, and shall be enforced and interpreted under the laws of the Commonwealth of Pennsylvania. Should any clause contained herein be constructed as conflicting with state law, then that clause is null and void, but the remaining provisions of this Agreement shall remain valid and in full force and effect.

I/WE HAVE READ THE ABOVE, UNDERSTAND THE SAME AND AGREE TO BE LEGALLY BOUND BY ALL THE TERMS OF THIS RELEASE AGREEMENT.

IN WITNESS WHEREOF, I/we have hereunto set my hand and seal this _____ day of _____, 20_____.

BY: KIMBERLY PASTUCKA

X _____

PARTICIPANT:

X _____
Signature _____ Print Name _____
Cell # () _____ Emergency # () _____

IF PARTICIPANT IS UNDER AGE 18:

PARENT/GUARDIAN OF PARTICIPANT MUST SIGN BELOW

X _____
Signature _____ Print Name _____
Cell # () _____ Emergency # () _____