

HELLZAPOPPIN FARM

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, _____ hereby acknowledge that I am voluntarily and actively requesting permission for myself and/or my children/dependent(s), _____ to participate in one or more of the following services (1) horseback riding lessons; (2) cross-country horseback riding; (3) foxhunting; (4) use of a horse; (5) showing, (6) participation in other horse-related events, (7) boarding, care and feeding and/or training of horse(s) which I own or for which I have accepted responsibility (including but not limited to horses provided by Hellzapoppin Farm; and/or (8) transport of said horse(s). (The term "HORSE" used herein refers to all equine species of all sizes)

I understand that the activity of horseback riding and related Equine Activities (which may include, but is not limited to riding over fences, other obstacles, and steep and rough terrain) are very dangerous activities involving numerous risks of injury that are my responsibility, and I assume these risks for my children and myself. I further understand that an animal, irrespective of its training and usual past behavior and characteristics, may actor react unpredictably at times based upon instinct or fright which is a risk to be assumed by each participant in the riding activity and that the sheer size of horses and ponies represents potential risks for those in proximity.

I wish to participate or have my child or dependent participate in these activities knowing that they are dangerous, **I hereby knowingly and voluntarily accept and assume the risks of injury (including death) to me, my child or dependent or my property. I further acknowledge that I have seen the posted signage concerning assumption of risk and fully understand my assumption of the risk of Equine Activities pursuant to Pennsylvania Law and as set forth herein.**

I understand that a barn, stables and farm property have normal and special risks inherent in their design, construction and use that could be the cause of serious injury.

I further understand that I am responsible for any children, other minors and/or any guests accompanying me; and that the terms of this release shall be binding as to any other such persons or members of my family. I understand and agree that any child under the age of eight (8) years must be continually accompanied by and under the immediate supervision of an adult.

The limitations set forth in Pennsylvania Law (SB No. 618, 2005) notwithstanding, in exchange for being permitted to participate in these activities and having knowingly and voluntarily assumed the risk associated therewith, for myself, my heirs, guardians and legal representatives, I knowingly and willingly hereby release, indemnify and hold harmless Melanie R. McCartney, Merian M. Waters, the Revocable Living Trust of Merian M. Waters, Hellzapoppin Farm and its employees, guests and boarders, or any landowners, landholders or other persons making property and/or horses available to Melanie R. McCartney dba Hellzapoppin Farm, from any and all manner of claims, actions or cause of action of any kind or nature, suits, proceedings, costs, expenses, demands, damages and liabilities for any injury, death, loss or damage, including attorneys fees and costs, in any way arising out of, resulting from or in any manner connected with my children's, other dependent's or my own participation in the Equine Activities of horseback riding including, but not limited to, grooming, training, showing, handling, transporting horses; cleaning stalls, handling tack, assisting others, visiting or observing the operation, other access to or entry upon the property of the aforementioned parties whether or not caused in whole or in part by the conditions upon the property or the actions, failure to act or negligence of Merian M. Waters, the property owner, either individually or collectively, their agents, boarders, employees, invitees and/or contractors. I further agree not to sue, or otherwise make claim against or other demands, attach the property of or prosecute the instructors, trainers, helpers, employees or boarders of Melanie R. McCartney for any injury, loss or damage resulting from negligent or other acts, and/or omissions, regardless of fault.

HELLZAPOPPIN FARM

**ASSUMPTION OF RISK,
RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT (cont'd)**

The release of liability in the paragraph above will extend to and include any loss, damage, illness or injury to any horse(s) that I ask to be boarded, trained, transported or otherwise cared for by Melanie R. McCartney dba Hellzapoppin Farm and/or the property owner as described above and those persons shall thus be released from liability and held harmless for any such loss, injury or damage to any of my property (including tack, equipment, supplies and other personal property) in their care and/or custody.

I realize that it is mandatory and agree that I and/or my children wear an ASTM/SEI approved helmet at all times while horseback riding and appropriate footwear at all times while on the premises of Hellzapoppin Farm.

I agree not to smoke or otherwise risk causing a fire in or around the barn and stable.

This Assumption of Risk, Release and Indemnification shall inure to the benefit of and be binding upon the respective heirs, successors, executors, administrators and assigns of the parties.

This document anticipates an on-going business relationship between the parties and shall be valid from the date of my signature and shall continue in full force and effect for the remainder of the calendar year _____ or until revoked by me in writing. It is my express intention that this document apply to any and all occasions during which I or my child participates in any Equine Activity either at Hellzapoppin Farm or any other venue with my own horse or a horse supplied by Hellzapoppin Farm.

This contract shall be legally binding upon me. I am 18 years of age or older.
I have carefully read this agreement and I understand and fully agree with its contents.

Print
Name(s): _____ Signature _____ Date: _____
Parent(s), Guardian(s) or Adult Rider

Signature _____ Date: _____
Parent(s), Guardian(s) or Adult Rider

THIS IS A RELEASE OF LIABILITY
DO NOT SIGN IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS
TERMS

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ (Home) Phone: _____ (Work)

Phone: _____ (Cell) E-Mail: _____

HELLZAPOPPIN FARM

MEDICAL AUTHORIZATION

This Medical Authorization Form is for the following participant in equine-related activities at Hellzapoppin Farm.

Name of Participant: _____

Address: _____

Date of Birth: _____ Phone: _____

As Parents/Guardian of the following name child (children):

If a minor child:

I grant permission for him/her to attend Hellzapoppin Farm for pony camp, horseback riding lessons, cross-country riding and/or participation in other equine related activities for the year _____ I/We are aware that all participants at lessons, riding or other activities must supply the following information in case a medical emergency should arise there:

INSURANCE: Each participant must supply information regarding medical insurance coverage for medical problems, which might occur here.

Name of Insurance Carrier: _____

Name of Ensured: _____

Group/Policy# _____

Pre-certification or contact number _____

FAMILY PHYSICIAN:

Name: _____

Telephone Number: _____

ALLERGIES: The participant is known to react unfavorably, or is allergic to the following environmental facts (bees, dust, cats, dogs, etc) or drugs: List reactions, where applicable

OTHER CONDITIONS/CONCERNS: List any other conditions or concerns we should be aware of:

DATE OF MOST RECENT TETANUS SHOT: _____

MEDICATIONS: List medications participant takes currently or regularly:

HELLZAPOPPIN FARM

MEDICAL AUTHORIZATION (cont'd)

Does Participant carry Emergency Medications on his/her person? _____

Epi-Pen? _____ Rescue Inhaler? _____ Other? _____

FAMILY CONTACT: If any emergency should arise, please call:

Name: _____

Phone Numbers _____
Home Office Mobile

OTHER EMERGENCY CONTACT:

Name: _____ Relationship: _____

Phone Numbers _____
Home Office Mobile

MEDICAL AUTHORIZATION AND CONSENT

In the event of an emergency, which should require medical care and treatment to be administered to the above-named participant, at my own risk and expense, I authorize and instruct Melanie R. McCartney and/or her designees, in my incapacity, to secure emergency medical treatment. I hereby further authorize any physician, hospital or other health care dispenser to provide medical care and treatment as would be normal and agree to pay the usual charges for such treatment. The undersigned have read the above Medical Authorization Consent Form and declare and affirm that they consent to the contents as herein stated. This Authorization and Consent shall remain in effect for the duration of the calendar year _____ and shall be interpreted under Pennsylvania Law .

PARTICIPANT (if 18 years of age or older):

Print name(s) Signature(s) Date

HELLZAPOPPIN FARM

MEDICAL AUTHORIZATION AND CONSENT FOR MINOR CHILD

I certify that: I am the parent or the legal guardian(s) of the above named child/minor Participant, with full authority to make and delegate decisions regarding this child's health; and that there are no others with such responsibility and rights who do not agree to this consent, nor are there any court orders now in effect that would prohibit me from conferring the power to consent upon another person. All health information recorded on this form is correct and I have not omitted any health information necessary for the proper emergency treatment of this child. I authorize Melanie R. McCartney dba Heltzapoppin Farm or her designees to render routine first aid to this child. In the event of a medical emergency or an injury to this child and I cannot be reached at the numbers listed above, I hereby authorize Melanie R. McCartney dba Hellzapoppin Farm or her designees, in accordance with the Pennsylvania Medical Consent Act; to make medical, surgical and/or dental decisions and consent to examination and/or treatment on behalf of this child., including decisions. to hospitalize this child and/or to secure medical treatment for this child and to transport this child for medical reasons. I hereby further authorize any physician, hospital or other health care dispenser to honor this authorization and to provide medical care and treatment as would be normal and I agree to pay the usual charges for such treatment. This Authorization and Consent shall remain in effect for the duration of the calendar year _____ and shall be interpreted under Pennsylvania Law.

The undersigned have read the above Medical Authorization Consent Form consisting of three (3) pages and declare and affirm that they consent to the contents as herein stated and that such consent is freely and knowingly conferred.

PARENT OR LEGAL GUARDIAN OF PARTICIPANT:

_____	_____	_____
Print name(s)	Signature(s)	Date
_____	_____	_____
Print name(s)	Signature(s)	Date

WITNESSES: (must be at least 18 years of age and disinterested party)

_____	_____
Print name	Address
_____	_____
Signature	Date
_____	_____
Print name	Address
_____	_____
Signature	Date

HELLZAPOPPIN FARM

By: _____
Melanie R. McCartney