

RELEASE OF LIABILITY and ASSUMPTION OF RISK



Stone Crop Farm
1646 Fairview Road
Glenmoore, PA 19343



I, _____ (as an adult Participant and/or Observer on the Farm), for myself and/or as Parent of the following minor(s) (if Participant(s)/Observer(s) is/are a minor(s)) on behalf of _____ (Minor(s) Participant) whose date(s) of birth is/are _____ (Minor's Date(s) of Birth) hereby acknowledge that I/we have voluntarily chosen to participate in or observe equestrian and farm activities, and/or participate in equestrian summer camp, at STONE CROP BLUES, LLC d/b/a Stone Crop Farm (hereinafter, Stone Crop Farm), which includes but is not limited to learning basic horse care, the fundamentals of horsemanship, and horseback riding skills, enjoying and exploring the farm property located at 1646 Fairview Road, Glenmoore, PA (hereinafter the "premises"), and being exposed to various animals at the premises. I understand by participating in and/or observing these activities I will be exposed to the farmland/property, farm facilities, animals, and to the farm and horse related equipment of Stone Crop Farm and Rebecca Smith.

I hereby acknowledge and agree for myself and/or my minor child(ren) that I understand the unpredictability of horses' reactions to sounds, sudden movements of people or other animals, smells, and unfamiliar objects; the risks and hazards posed by persons or other horses and animals in a farm environment, including the hazards of the land on which these activities take place; and, the potential of a participant or observer, whether an adult or minor, to act in a negligent or unskilled manner which may contribute to an inability to maintain control over an animal or a situation. I understand that horses have a propensity to behave in ways that may result in damage to property, cause injury, including severe injury, or even death, to a person.

I further hereby understand, acknowledge, and agree for myself and/or my minor child(ren) that participating in or observing horseback riding is a recreational, hazardous activity, taking place in and around stables and the farm, and that my participation in or observation of these activities is done wholly at my own risk. I further understand that being at Stone Crop Farm involves all the risks associated with horses, farmland, stables, the facilities and property of Stone Crop Farm and that this activity involves interaction with various types of equestrian related equipment located at Stone Crop Farm used to handle and ride horses.

In consideration of the opportunity that I and/or my minor child(ren) may participate in or observe the these activities, and/or riding camp including all of the above mentioned risks, as well as any other activities that are scheduled or unscheduled (hereinafter collectively referenced as "recreational activities"), I hereby waive all rights I may myself have as a participant or observer of these recreational activities, or that my minor child may have as a participant or observer, at law or in equity.

In further consideration of the opportunity to participate in or observe these recreational activities, by signing this document, I hereby understand, acknowledge, and agree for myself and/or my minor child(ren) to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

By participating in or observing this activity, I agree to assume the risk and responsibility for all injury, costs, and loss to myself, to my minor child, and to my/our property. If my acts or omissions cause damage to any Stone Crop Farm property, I agree to reimburse Rebecca Smith/Stone Crop Farm promptly and fully for the costs of the repair or replacement, at Stone Crop Farm's discretion, of the damaged property.

In assuming these risks, I hereby waive and release, any and all legal rights, claims, actions or causes, I may have for myself or that I or others may have for my minor child, or that my minor child may have, in tort, contract, equity or otherwise against Rebecca Smith and STONE CROP BLUES, LLC d/b/a Stone Crop Farm, its members, officers, directors, owners, employees, partners, volunteers, vendors, horse owners/lessors/lessees, affiliates, any of their respective agents, their guests, licensees/invitees, other riders/participants, or other observers on Rebecca Smith/Stone Crop Farm premises, (collectively the "Released Parties") that are the result of any action or inaction, negligence, or breach of whatever kind or nature that result in any loss or damages including for bodily injury, death, emotional distress, property damage, financial or pecuniary loss, medical expense, pain or suffering, or any damage of whatsoever kind, occurring at or in any way arising out of the recreational activities at the premises.

I further agree to indemnify and hold harmless Rebecca Smith and STONE CROP BLUES, LLC d/b/a Stone Crop Farm, and the Released Parties from and against any and all liabilities, losses, injuries (including personal or bodily injury, death, emotional distress, financial or pecuniary, medical expense, pain and suffering, and/or property damage) costs, demands, suits, judgments, claims or expenses including without limitation, attorney fees, (collectively "Liabilities") that I myself, or I or anyone else may have on behalf of my minor child, or that a minor child themselves may have, as a rider, parent, student, observer, or other family member, or agent thereof against any Released Party, as a result of participating in or observing any recreational activities or riding taking place at Stone Crop Farm.

I am, or my minor child(ren) is/are, in good health and physical condition. I am voluntarily participating/observing or allowing my child(ren) to participate in/observe the recreational activities with knowledge of the hazards involved and agree to assume all risks. I also understand that if I or my child is injured or becomes ill, I agree that Rebecca Smith/STONE CROP BLUES, LLC d/b/a Stone Crop, nor any of the Released Parties, will be held liable should they attempt to render medical assistance to me or my minor child.

I acknowledge this Waiver of my/our Rights, Release of Liability, and Assumption of the Risk shall commence on the date I first sign this Agreement and shall remain binding for all time thereafter.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISKS AND FULLY UNDERSTAND ITS CONTENTS. THIS IS A LEGALLY BINDING CONTRACT. I SIGN IT WILLINGLY, VOLUNTARILY AND HAVING HAD AMPLE OPPORTUNITY TO RAISE ANY QUESTIONS OR CONCERNS THAT I MAY HAVE, AND REVIEW THEM WITH AN ATTORNEY OR ADVISOR OF MY CHOICE. I ACKNOWLEDGE THAT I AM MYSELF PARTICIPATING OR OBSERVING, AND/OR AGREEING TO MY MINOR CHILD PARTICIPATING OR OBSERVING THE RECREATIONAL ACTIVITIES VOLUNTARILY WITH KNOWLEDGE THAT THERE ARE KNOWN AND UNKNOWN RISKS INVOLVED AND I AGREE TO ASSUME ALL THE RISKS ASSOCIATED WITH THIS ACTIVITY.

READ, UNDERSTOOD AND AGREED TO this ____ DAY OF _____, 20__:

Parent/Guardian Signature of Minor(s)
(for minor participant or observer)

Printed Name of Parent/Guardian of Minor(s)

Adult Participant or Observer Signature

Date of Birth

Printed Name of Adult Participant or
Observer

Street Address

City

State

Zip

Telephone (Home)

Telephone (Work)

STONE CROP BLUES, LLC d/b/a STONE CROP FARM – 1646 FAIRVIEW ROAD, GLENMOORE PA 19343