

VUE DE LOU DRESSAGE LLC RELEASE, WAIVER, HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY BEFORE SIGNING
NOTICE: YOU ASSUME THE RISK OF EQUINE ACTIVITIES PURSUANT TO PENNSYLVANIA LAW.

The undersigned, as a Participant/Spectator/Visitor/Guest/Independent Contractor/Instructor/Volunteer (collectively "**Participant**"), on his/her own behalf and, if applicable, as the Parent/Legal Guardian of a minor Participant (minor included as "**Participant**"), for good and valuable consideration, and as a condition of participation in Equine Activities, agrees to the terms and conditions of this Vue de Lou Dressage, LLC Release, Waiver, Hold Harmless, Defend, and Indemnification Agreement ("**Release**").

1. Assumption of Risk and Waiver: Participant understands and voluntarily accepts the risks of engaging in Equine Activities, while mounted or unmounted, as well as merely being near a horse or pony (collectively "**equine**"), include, but are in no way limited to, faulty equipment or tack that causes injury or death, Released Parties' failure to make a reasonable effort to determine the ability of Participant to engage safely in an equine activity or to safely manage the particular equine provided based on Participant's representations of his or her ability, Released Parties' failure to conspicuously post warning signs of a dangerous inconspicuous condition on the real property, as well as: (1) the propensity of an equine to behave in a way that may result in injury or death to a person on or near it (ex.: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.); (2) the unpredictability of an equine's reaction to a sound (ex.: doors opening and closing, snow and ice falling, rain, wind, thunder, voices, music, guns, etc.), movement, or unfamiliar object (ex.: machinery, equipment, obstacles, jumps, carts, barrels, poles, cones, flowers, flags, golf carts, mini-bikes, whips, construction material, etc.), person or animal (ex. leashed or unleashed dogs, ducks, other wildlife, equines, cattle, etc.); (3) a collision with an object or another animal; (4) the potential for a person participating in an equine activity to act in a negligent manner, to fail to control the equine or to not act within his or her ability; and (5) natural hazards, including surface and subsurface conditions (ex.: ground holes, uneven terrain, slippery or deep footing, etc.) (collectively "**Inherent Risks**"). Participant agrees that engaging in equine activities under this Release includes, but is in no way limited to: those defined in the Pennsylvania Equine Activity Liability Act (PA ST 4 P.S. §601-606) ("**the Act**"), as well as riding, petting, grooming, leading, mounting, feeding, watching, boarding, and transporting equines, and otherwise interacting with or merely being in the vicinity of equines ("**Equine Activities**") and accepts and assumes these Inherent Risks exist even while not engaged in Equine Activities. Participant understands that illness (including communicable disease), injuries, death, loss, damage, or other Loss (collectively "**Loss**") may result from engaging in Equine Activities and the Inherent Risks, that equines are powerful and have the potential to be dangerous, even without warning, and that the Inherent Risks listed here are just a sampling and Participant is not relying on Released Parties to list all possible Inherent Risks of Equine Activities. Participant understands that Vue de Lou Dressage LLC requires the wearing of an ASTM/SEI-certified equestrian helmet ("**Helmet**") for anyone riding equines. Participant understands and agrees that failing to wear a helmet while engaged in Equine Activities increases the risk of serious injury and/or death. Participant is not relying on Released Parties to provide, check, or monitor the wearing of, a Helmet at any time now or in the future. Participant agrees that he/she understands and agrees to assume the risks and dangers inherent in Equine Activities, agrees to at all times to be responsible for his/her personal safety, to purchase and maintain his/her own health and liability insurance, remain responsible for his/her medical expenses, and waives his/her right to any claims arising from participation in or observation of any Equine Activities, whether on or off real property owned or leased by Released Parties, on or off an equine owned by, leased by, or in the custody of Released Parties, or merely being in the vicinity of equines, regardless of whether Participant's presence on such real property is related to equines or Equine Activities. The following shall be included as Released Parties under this Release: Vue de Lou Dressage LLC, Alexa Derr, David Derr, Dawn Derr, any owner(s) of the equine involved in the Loss, any owners of the real property where the Loss occurred, and any of these listed parties' respective parents, spouse, relatives, heirs, agents, assigns, trusts, trustees, beneficiaries, trainers, employees, working students, volunteers, independent contractors, guests, visitors, members, managers, officers, directors, owners, lessors, lessees, licensors, licensees, or others acting on their behalf (collectively "**Released Parties**").

2. Release, Hold Harmless, Defend and Indemnify: Participant voluntarily agrees to release, hold harmless, defend and indemnify Released Parties for any Loss incurred by Participant, Participant's property, and/or Participant's equine, even if such Loss is caused in any part by ordinary negligence, gross negligence, recklessness or other fault of Participant and/or Released Parties.

3. Governing Law, Jurisdiction, Time and Liability Limits, Attorneys' Fees, Jury Waiver: This Release shall be construed and enforced in accordance with the laws of the State of Pennsylvania. All disputes between Participant and Released Parties surviving this Release, and any claim relating to the interpretation and enforcement of this Release, shall be resolved by the state court in Lancaster County, Pennsylvania and Participant submits to the jurisdiction and venue of the court for such purposes. Participant agrees that this Release does not expire, that any and all claims and/or causes of actions for Loss by Participant must be brought within one (1) year of the date accrued, and any surviving claim for personal property Loss is limited to \$250. Participant agrees to reimburse Released Parties for attorneys' fees and costs incurred by Released Parties in enforcing the Release and/or in defending or prosecuting any claims involving, or in any way relating to, Participant. Participant agrees to waive trial by jury in any action brought by Participant against Released Parties on any matters related to, arising out of, or connected with this Release.

4. Severability, Modification: If any provision herein is deemed invalid or unenforceable, the remaining provisions shall be valid and enforceable to the fullest extent of the law. This Release can only be modified in writing signed by Participant and Alexa Derr.

5. Participant Certification: Participant certifies that he/she has read this entire Release and understands that the signing of this Release is a condition of participation in Equine Activities with or relating to Vue de Lou Dressage LLC and/or Alexa Derr, knows that he/she has other trainers, and facilities to choose from, and voluntarily intends on his/her own behalf, and on behalf of minor Participant, and Participant's spouse, parents, family members, heirs, agents, trustees, beneficiaries, representatives, successors, and assigns, to be bound by the Release terms and conditions.

The participant signing below consents to electronic signature and represents that the electronic signature below is their signature and is intended to bind them to the terms and conditions of the agreement.

Date: _____ Signature: _____ Address: _____
Participant signing on my own behalf and, if applicable, on behalf of my minor child as Participant

Printed Name: _____ Phone/E-Mail: _____

Emergency Contact Name and Phone: _____

Minor Participant's Name and Date of Birth: _____