



vuedelou@gmail.com 187 golf ridge road, reinholds, pa 17569 (c) 484.818.1274

**PARTICIPANT, HORSE LESSON AND/OR USE RELEASE:
WAIVER OF LIABILITY & ASSUMPTION OF RISK**

This release, dated _____ by and between Dawn and/or David Derr and/or Alexa Derr, and Vue de Lou Dressage LLC hereinafter referred to as "owner" "trainer" and _____ of

hereinafter referred to as "rider" "instructor" and if "rider" is a minor under the age of 18, rider's parents and/or legal guardian/responsible party, _____ of _____.

For good and lawful consideration, the receipt of which is hereby acknowledged, which consideration includes but is not limited to current and future use and instruction of the horses, property, facilities, and services of Owner and Owners employees, agents and representatives by which Rider received a benefit, and intending to be legally bound, Rider hereby agrees to the following:

1. ____ (initial) I/Rider/Instructor certify that I am in good health and do not suffer from any limitation . . . physical, medical, psychological, and/or emotional, that could be aggravated by riding horses or that might prevent me from abiding by the terms of this Agreement and Rules set forth by owners of the property of 187 Golf Ridge Road and Vue de Lou Dressage LLC.
2. ____ (initial) I/Rider/Instructor understand that horses, by their very nature, are unpredictable and subject to animal whim, and that all equine-related activities entail known and unanticipated risks and inherent dangers that could result in physical and emotional injury, paralysis, death, or other damage to me, my property and other people and their property, including other equines or people on premise. I understand that these risks and dangers cannot be eliminated without jeopardizing the essential qualities of equine-related activities.
Inherent risks include, but are not limited to, the nature of an equine to behave in ways that may result in injury when reacting to sudden movement from objects, persons or other animals, certain hazards, such as surface and subsurface conditions, collisions with other equines or objects, and the potential of another person to act in a negligent manner that may contribute to my injury of others, such as failing to maintain control over the equine or not acting within his or her ability.
3. ____ (initial) My participation in equine-related activities is purely voluntary, and I/Rider/Instructor choose to participate in spite of the risks, both known and unanticipated. I/Rider/Instructor will wear all protective gear and equipment that is required by law and by the owners and trainers of 187 Golf Ridge Road and Vue de Lou Dressage LLC.
4. ____ (initial) I/Rider/Instructor/Parent/Guardian/Responsible Party, agree to inspect the facilities, horse and other equipment to be used for safety purposes, and if I deem anything unsafe, I should immediately advise Owner or Trainer, and can refuse to participate.
5. ____ (initial) I/Rider agree to abide by the Rules set forth by the Property Owner/Trainer and Vue de Lou Dressage LLC, which shall be available in writing, posted, and updated for review for Rider from time to time. Rider/Parent warrants and represents that a full and fair disclosure of Rider's abilities has been made to Property Owner/Instructor and Vue de Lou Dressage LLC.

6. ____ (initial) I/Rider/Parent assume all the foregoing risk and accept personal responsibility for the damages of such injury, permanent disability or death, and I/Rider/Parent have adequate insurance to cover any injury or damage caused or suffered by me or anyone else while I am participating in equine-related activities. If I do not have insurance or sufficient insurance, I agree to bear all costs associated with such injuries and damages.
7. ____ (initial) I/Rider/Parent alone will be responsible for any and all injuries, costs and damages which may arise from my riding or other activities while on the premises of 187 Golf Ridge Road, Reinholds, PA, trails of adjoining properties, and while being taught by Trainer of Vue de Lou Dressage LLC off premises.
8. ____ (initial) The owners/heirs of 187 Golf Ridge Road, the owners of other horses stabled or temporarily housed at Vue de Lou Dressage LLC, the trainers at Vue de Lou Dressage LLC, and the owners of any equipment on the premises shall not be liable to me or any other person related to me for any damage or injury to me, any person, horse or property caused in whole or in part, by any act, omission or neglect by me which is in any way related with my participation in equine-related activities. I/Rider/Parent will indemnify, defend and hold Owner and others harmless from any claim, loss or liability therefore.
9. ____ (initial) I/Rider/Instructor/Parent understand that I am agreeing that I will not bring a lawsuit against the owners/heirs of 187 Golf Ridge Road, the owners of other horses stabled or temporarily housed at 187 Golf Ridge Road, the trainers at 187 Golf Ridge Road, the presidents and employees of Vue de Lou Dressage LLC and the owners of any equipment on the premises for their ordinary negligence. If I file a lawsuit which is not otherwise limited by this Release and which is due to gross and willful negligence, I understand and agree that (1) the lawsuit must be brought within 30 days of the incident or accident giving rise to the claim; (2) the lawsuit must be brought in Berks County, Pennsylvania; (3) my property damages will be limited to \$250.00; and (4) all other damages, consequential and non-consequential, economic and non-economic, will be limited to \$10,000.00.

PLEASE NOTE: This release is to be governed by and pursuant to the laws of the Commonwealth of Pennsylvania. **Warning: Under Pennsylvania law, an equine professional and equine activity sponsor is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities.** WE HAVE CAREFULLY READ THIS FOREGOING WAIVER, RELEASE, AND INDEMNITY AGREEMENT, ACKNOWLEDGE THAT THIS INSTRUMENT CREATES LEGAL RIGHTS, OBLIGATIONS, AND LIABILITIES, AND IS INTENDED TO BE A BIDDING LEGAL CONTRACT BY AND BETWEEN THE UNDERSIGNED.

BY: _____ (signature) _____ (print full name)

WITNESSED: _____

If under the age of 18:

____ I/We have read and discussed the rules and safety procedures with my child and am satisfied that my child understands them.

____ I/We understand that I/We have given up substantial rights by signing this Waiver and Release, and I/We are signing this release voluntarily.

____ I/We understand that by signing below I am agreeing, along with my child, on behalf of ourselves, our representatives, and assigns, not to sue David and/or Dawn Maurer Derr, their heirs, Vue de Lou Dressage LLC, any trainer, or the owners of horses stabled or temporarily housed at 187 Golf Ridge Road, or of equipment located there, or to hold any of them liable for their ordinary negligence in any injury, including death, that results from my child riding horses or from any other activity while on the premise of 187 Golf Ridge Road.

____ I/We agree to allow my child to receive medical treatment if deemed necessary or appropriate by owners, trainers, employees and/or representatives of 187 Golf Ridge Road.

BY: _____ (Print - parent/guardian/responsible party)

_____ (Signature - (parent/guardian/responsible party) WITNESSED: _____

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