

**EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY,  
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement (the "Agreement") is entered into by the undersigned in favor of Alterra Farm, LLC, Alterra Equestrian, LLC, Bruce Wilkinson, Torrey Wilkinson, their members, employees and agents, and any instructors approved by Alterra Equestrian, LLC to teach riding lessons or conduct clinics at the premises known as Alterra Farm, located at 280 Porters Mill Road, Pottstown, Pennsylvania 19465 (the "Premises"), as well as any of their successors in interest (all collectively the "Released Parties" and each a "Released Party"). In consideration for me or my child being permitted to participate in Equine Activities at the Premises, including but not limited to riding, training, boarding, grooming, handling horses, participating in instruction or competition, evaluating a horse for purchase, having my horse trained or handled, assisting farriers, veterinarians or other therapists, or observing others doing any of the above activities (collectively "Equine Activities") at the Premises, with or without supervision, I acknowledge and agree as follows:

**1. Acknowledgment, Assumption of Risks:** I acknowledge that horses can be unpredictable animals and I fully realize that there are certain dangers inherent in Equine Activities, including the risk of property damage, personal injury and even death. I understand that neither my horse's actions, nor the actions of any other person or animal can necessarily be controlled, and that my or my child's safety and that of my horses and other property cannot be guaranteed while participating in Equine Activities. I understand and agree that the a person's inability to control a horse or horses or to predict the reaction of a particular horse in a given situation are part of the inherent risks of Equine Activities and do not *per se* constitute negligence. I understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions, loud or sudden noises and other causes not necessarily predictable. I recognize that even with careful handling, even the best trained horses can and often do react rapidly and in unexpected ways to stimuli and occasionally even for no apparent reason at all. These reactions are occasionally both fast and forceful and neither predictable or preventable. I understand that while the Released Parties endeavor to provide a safe environment, there is no such thing as a totally safe horse or a totally safe environment in which to ride or handle a horse.

Understanding the risks involved in owning a horse and having it handled by others, and the risks of riding and handling horses, I voluntarily choose to participate in Equine Activities or allow my child to participate in Equine Activities and to be around horses, and KNOWINGLY AND VOLUNTARILY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE RISKS INHERENT IN EQUINE ACTIVITIES, THE UNINTENTIONAL NEGLIGENCE OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I accept full and complete responsibility for the safety of myself, my child, any guests or observers accompanying me or present at my invitation, my horses and personal property, and I assume the risk of any damage or injury caused to others by my horse.

**2. Release and Waiver of Claims, Indemnification:** On behalf of myself, my or my child's heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ALL CLAIMS, ACTIONS, DEMANDS,

RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN, MY CHILD'S OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS, DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME, OR BY ANY OTHER PERSON AS A RESULT OF MY OR MY CHILD'S PARTICIPATION IN EQUINE ACTIVITIES OR THE ACTIONS OF MY HORSE, WHETHER CAUSED BY THE RISKS INHERENT IN EQUINE ACTIVITIES, THE UNINTENTIONAL NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section 2 shall be deemed to release any Released Party from liability arising from their own intentional cause of injury or damage.

I hereby agree that I, my or my child's heirs, successors in interest, guardians, legal representatives and assigns will not, either in my, my child's, or their own name, bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties for any loss or damage arising during or resulting from my or my child's participation in Equine Activities, our presence at the Premises, or my horse receiving services from the Released Parties. I further agree to indemnify, defend, and hold the Released Parties harmless from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result from my or my child's participation in Equine Activities, our presence at the Premises, or from the actions of my horses.

**3. Personal Property:** I agree that I am responsible for the security of my own personal property, including property I bring to the Premises or leave in the custody of the Released Parties, and that the Released Parties cannot guaranty the security of my property. I further understand that the Released Parties' property insurance does not cover my property.

**4. Invitees:** I agree that I will not permit any person accompanying me to ride or handle my horses or any other horse at the Premises or in the custody of the Released Parties unless such person, or if the person is a minor, the parent of that person, has delivered to one of the Released Parties a properly executed version of this Agreement. I agree that damages to the Released Parties that may arise from my failure to have my invitees sign a version of this agreement benefitting the Released Parties include (a) liabilities and costs arising from claims that would have been released or waived had my invitee executed the required document(s), and (b) the costs and expenses of defending any such claims. I assume all risk of damage or injury to my invitees while they are my guests at the premises of any Released Party or at any Equine Activity, and agree to indemnify the Released Parties against any claims for damages or injury suffered by my invitees.

**5. Foreseeability of Claims:** I realize that this Agreement refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer as a result of my or my child's participation in Equine Activities may not be entirely foreseeable. I do realize and acknowledge that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of my or others' property. Knowing that the damage or injuries that might be suffered from participating in Equine Activities can extend as far as death of persons or animals and total loss or destruction of property, I hereby expressly waive any claim that the unexpected nature or extent of any damage or injury invalidates or affects the enforceability of this Agreement.

**6. Pennsylvania Law, Jurisdiction:** Regardless of the state of my residence I agree that the terms of

this Agreement shall be governed by and interpreted according to the laws of the State of Pennsylvania and that the courts of the State of Pennsylvania shall have exclusive jurisdiction over any matter arising hereunder. I FURTHER UNDERSTAND THAT THE TERMS OF THIS EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT INCLUDE THE WAIVER OF CLAIMS FOR ORDINARY NEGLIGENCE AND MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER PENNSYLVANIA LAW.

**8. Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by Pennsylvania law. If any portion of this Agreement is determined to be invalid, illegal, unenforceable, or in conflict with applicable law, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

**9. Representations and Warranties:** I hereby warrant that:

- a) I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
- b) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE OR LOSS. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.
- c) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW AND MY INITIALS ON THE PRECEDING PAGES ARE ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

If signed on behalf of minor child, full name of the child: \_\_\_\_\_

Child's Date of Birth: \_\_\_\_\_

If signing a separate page, the second parent warrants that he or she has read and agrees to the entire Agreement of which this signature page is page 4

Second Parent: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address if different: \_\_\_\_\_

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# Alterra Farm Surveillance Acknowledgement and Consent Form

## **Purpose and Scope**

This document describes the use of surveillance cameras to protect the legal and property interests of the owners and users of Alterra Farm. This document applies to all persons and organizations entering the farm and the use of surveillance systems and devices for monitoring and/or recording activity. This document also serves as a consent agreement for all clients, visitors, tenants and any others who may be subject to audio and/or video surveillance in the common areas of the Alterra Farm property.

The primary purpose of the cameras is to be able to observe the facilities during use and after hours to deter theft of property and provide evidence in the event theft occurs. The cameras also protect the tenants and various entities regarding careless, negligent, or inappropriate behavior or care.

## **Policy**

Our policy regarding access and use of the systems is as follows:

- a. Only authorized personnel, as determined by the owners of Alterra Farm, will be involved in, or have access to surveillance data.
- b. Appropriate use and confidentiality will be maintained by authorized users.
- c. When an incident is suspected to have occurred, only authorized personnel may review the surveillance data.
- d. Only the owners of Alterra Farm may authorize copies of surveillance images.
- e. All information and/or observations made in the use of security cameras are considered confidential and can only be used for official and law enforcement purposes.
- f. Users are not permitted to share login information.
- h. All requests to release surveillance records must be authorized by the owners of Alterra Farm.

By signing this document, you acknowledge that you understand the surveillance policy and consent to the use of the systems as regulated by the policy.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_