

2024 Blue Goose Stable, LLC

RELEASE & WAIVER OF LIABILITY

TO BE COMPLETED BY EACH RIDER. READ CAREFULLY BEFORE SIGNING.

A. Participant Information

Name (print) _____ (herein referred to as "Rider")

Address: _____

Phone Number: _____ I am a Junior Rider (17 years of age or Younger) Yes: _____ No: _____

B. Activity Risk Classification

RIDER UNDERSTANDS THAT: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORTS ACTIVITY containing numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of the United States Consumer Products) horse activities ran 64th among the activities of people relative to injuries that result in a stay in U.S. hospitals. Related injuries can be severe requiring more hospital stays and resulting in more lasting residual effects than injuries in other activities. Pursuant to Act 93 of 2005, the Pennsylvania Activity Immunity Act, "**You assume the risk of equine activities pursuant to Pennsylvania Law**" Initial _____

C. Nature of Riding Horses

RIDER UNDERSTANDS THAT: No horse is a completely safe horse. Regardless of a horse's training or past experience, a horse may, with or without warning or any apparent cause; buck, bolt, stumble, rear, kick, run, stop short, fall, bite, make unpredictable movements, spook, jump obstacles, step on a person's foot/feet, push or shove a person. Saddles, girths and/or bridles may loosen or break, all of which may cause Rider to fall or be jolted, resulting in property damage, personal injury, or death. Blue Goose Stable, LLC is not responsible for partial or total acts, occurrences, or elements of nature that can scare a horse or cause it fall or react in any unsafe way.

Initial _____

D. Rider Responsibility

RIDER UNDERSTANDS THAT: Rider is in primary control of the horse both mounted and unmounted and Blue Goose Stable, LLC is not responsible for Rider's actions or inactions. Rider is responsible for their own safety and that of an unborn child if Rider is pregnant. Pregnant persons should ride horses only under the advice of their physician. Initial _____

E. Protective Equipment / Headgear Requirement

As a condition of riding any horse at BLUE GOOSE STABLE, LLC or any location Blue Goose Stable, LLC is hosting an event; Rider is REQUIRED to wear and utilize headgear that must meet or exceed ASTM (American Society for Testing & Materials)/SEI (Safety Equipment Institute) standards for equestrian use and carry the SEI tag. The headgear and its harness must be secured, properly fitted and fastened at all times while mounting, riding, and dismounting horses. If Rider is in violation of this requirement at any time, Rider must immediately discontinue riding until such headgear is properly in place. Rider is to wear and utilize all protective clothing and equipment for the discipline in which they are riding. Footwear must be proper equestrian footwear with a heel and closed toes. Closed toe shoes that cover the whole foot are required by all persons on the facility grounds, at all times when working with or around the horse. Rider is responsible for ensuring all their spectators, grooms, and guests abide by this rule if they are within 6 feet of any horse. Initial _____

F. Property

RIDER AGREES THAT: BLUE GOOSE STABLE, LLC is not responsible for lost or stolen personal property of any kind, including but not limited to saddles and any other item of value. Rider acknowledges it is their responsibility to secure and insure their personal property. Initial _____

G. Blue Goose Stable, LLC Use of My Name and Image

I, _____, understand that BLUE GOOSE STABLE, LLC may take photos or videos of Rider. Rider consents to the use by Blue Goose Stable, LLC of Rider’s image, voice, name and stories (collectively “Materials”), in Blue Goose Stable, LLC’s digital and print promotional, fundraising, educational, and other communications. Blue Goose Stable, LLC may use the Materials without obtaining Rider’s approval or paying Rider for such use. I grant Blue Goose Stable, LLC all copyrights in and waive any legal claims relating to the Materials, including those related to copyright, rights of publicity or privacy, of defamation, or arising from any distortion, blurring that may occur in the making, editing, or use of the Materials.

H. Indemnification and Liability Release – READ CAREFULLY

RIDER AGREES THAT: In consideration of BLUE GOOSE STABLE, LLC allowing Rider’s participation in Blue Goose Stable, LLC events and activities and allowing Rider’s guests and/or spectators on the show grounds, I agree for myself and on behalf of my, heirs, administrators, personal representatives or assignees, shall forever save, hold harmless, defend and indemnify Blue Goose Stable, LLC (doing business under it’s own name or any other name), its owners, affiliates, members, insurers, employees, assignees, and others acting on its behalf (each, a “Claim”), including the negligence of a Released Party, whether the same be known or unknown, foreseen or unforeseen, anticipated or unanticipated, economic or non-economic, arising out of Rider’s or their guests and spectators use of, or presence upon the show grounds property where Rider participates in the equine activities, the facilities or horses. Rider shall not bring any claims against any Released Party resulting from or arising out of any loss, damage, injury, loss of life or property damage, sustained by Rider or any of Rider’s guests or spectators, or presence upon, the property where the equine activities are held, the facilities or horses. Initial _____

I. Governing Law

RIDER AGREES THAT: This Release and Waiver of Liability is non–assignable and non-transferable and shall be governed by and constructed in accordance with the laws of the Commonwealth of Pennsylvania, Chester County, without regards to the conflicts of laws principles. In the event that any provisions of this Release and Waiver of Liability shall be unenforceable or invalid under applicable law or be so held by applicable court state decision, such unenforceability or invalidity shall not render this whole Release and Waiver of Liability unenforceable or invalid as a whole.

RIDER STATEMENT OF AWARENESS

I, the undersigned Rider, being of sound mind and not under the influence of alcohol, drugs, or other intoxicants, have read and understand the foregoing Release and Waiver of Liability. I further attest that all facts stated concerning Rider are true and accurate.

Signature of Rider: (18 years of Age or older)

Or

Parent: (If rider is 17 years of age or younger)

Rider Signature

Date: _____
Signed