



LIABILITY RELEASE AGREEMENT

This equine service contract (this "*Agreement*") dated the _____ day of _____, _____ is made and entered into between *A Gray Day Training* and _____ (Owner).

PLEASE READ CAREFULLY BEFORE SIGNING. TRAINER DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSES. YOU ASSUME THE RISK OF EQUINE ACTIVITIES PURSUANT TO PENNSYLVANIA LAW.

INHERENT RISKS AND ASSUMPTION OF RISK. *OWNER* acknowledges there are inherent risks associated with equine activities such as described below, and *OWNER* hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of *HORSES* to behave in ways such as, running, bucking, biting, stopping short, changing direction or speed at will, shifting weight from side to side, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them or to *ANIMAL(S)* itself or to other animals around them; the unpredictability of a *HORSE'S* reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain *CONTROL* over the *ANIMAL(S)* or not acting within such participant's ability. I, the *OWNER*, or guardian, if *OWNER* is under 18 years of age, acknowledges that all activities around *HORSES* such as, riding, handling and as a spectator are and can be dangerous.

RELEASE OF LIABILITY AND WAIVER

UNDERSTANDING THIS PARAGRAPH TO BE A RELEASE AND WAIVER, and intending to bind, in consideration of *TRAINER* undertaking the *TRAINING* and incidental *SERVICES* under the terms set forth herein, *OWNER* HEREBY RELEASES, WAIVERS, DISCHARGES, AND COVENANTS NOT TO SUE *TRAINER* FROM ALL LIABILITY to *OWNER*, his or her heirs, next of kin, executors, administrators, and assigns, FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIMS OR DEMANDS, whether known or unknown, anticipated or unanticipated, AND HOLD *TRAINER* and *FACILITY* HARMLESS FROM AND AGAINST ALL SUCH CLAIMS INCLUDING REASONABLE ATTORNEYS' FEES, NOTWITHSTANDING ANY CLAIM THAT *TRAINER* CONTRIBUTED TO THE LOSS OR DAMAGE. *OWNER* further agrees that except in the event of *TRAINER'S* gross negligence or intentional, willful and wanton misconduct, *OWNER* shall not bring any claims, demands, legal actions and causes of action, against *TRAINER* and *TRAINER'S* ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, and injury to the *ANIMAL(S)*, and/or by me and/or my minor child or legal ward, in relation to the *PREMISES* and operations of *TRAINER*.

OWNER agrees that this Section 22 extends to all acts of negligence by *TRAINER* and is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that if any portion is held invalid, the balance shall continue in full legal force and effect.

ALL OWNERS AND PARENTS OR LEGAL GUARDIANS, OR AUTHORIZED AGENT FOR SUCH PARTIES, MUST SIGN AFTER READING THIS ENTIRE DOCUMENT.

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING *AGREEMENT*, WARNINGS, ASSUMPTION OF RISK AND RELEASE *AGREEMENT*. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE.

SIGNATURE OF OWNER #1

DATE:

SIGNATURE OF OWNER #2

DATE:

OWNER'S NAME(S)

DAYTIME PHONE

ADDRESS

EVENING PHONE

CELL PHONE