



Apollo Farms Ltd.
3070 Summer Mountain Road
Palmerton, PA 18071
Phone: 1-856-297-6610 * Fax: 1-917-591-5309

**RELEASE OF LIABILITY
PARENT / MINOR**

Delia A. Apollo, N. A. Partners LP, and Apollo Farms Ltd., Robert W. Apollo et al

Manager

TO

Rider

Dated: _____

Record and Return to:

Apollo Farms Ltd.

RELEASE OF LIABILITY PARENT/MINOR

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by
and between Delia A. Apollo, Robert W. Apollo, N. A. Partners LP, Apollo Farms Ltd.,
Robert W. Apollo

Hereinafter referred to as MANAGER and _____,
hereinafter referred to as RIDER, and, if Rider is a minor, Rider's parent or guardian,
_____. In consideration received, and in return for the
use, today and on all future dates of the property, facilities and services of Manager, Manager's
instructors, employees and agents; Rider, Rider's heirs, assigns, and representatives, hereby agree
as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are
inherent risks associated with equine activities such as described below, and hereby expressly
assumes all risks associated with participating in such activities. The inherent risks include, but
are not limited to the propensity of equines to behave in ways such as, running, bucking, biting,
kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or
death to persons on or around them; the unpredictability of equine'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 or not acting within such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to
animal whim, which may include behavior including but not limited to their propensity to kick,
bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in
connection therewith, and expressly waives any claims for any injury or loss arising therefrom.
Rider agrees to abide by and follow Manager's rules and regulations which shall be posted and/or
available from time to time. Rider further acknowledges that the behavior of any animal is
contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and
warrants a full and fair disclosure of Rider's abilities has been made to Manager.

Rider expressly releases Manager from any and all claims for personal injury or property
damage, even if caused by negligence (if allowed by the laws of this State) by Manager or its
representatives, agents or employees.

WARNING:

**UNDER PENNSYLVANIA ACT 93 of 2005 STATE LAW, AN EQUESTRIAN
AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A
PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE
INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES.**

**YOU ASSUME THE RISK OF EQUINE ACTIVITES PRESUANT TO PENNSYLVANIA
STATE LAW. PENNSYLVANIA ACT 93 of 2005**

2. **RIDER (OR RIDER'S PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGER AND THE FACILITIES LOCATED THEREON.** In the event rider is a minor, the parent or guardian shall further indemnify, defend and hold Manager harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions.

3. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.

4. Any action brought under this agreement shall be brought within one (1) year of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$50 for property damage, medical or other actual expenses incurred, and a maximum of \$100.00 for damages such as pain and suffering. _____

5. **Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.**

6. **Rider is aware that jumping course is made of permanent obstacles that do and do not have jump cups. Rider has been made aware of obstacles and acknowledges that they will ride at their own risk.**

7. **Rider/Participant is aware that in being around the horses prior to and or after riding there are inherent dangers such as being bitten, kicked, stepped on, and/or serious injury that can lead to death. Parent is accepting these liabilities on behalf of minor and is aware that in the event that there is an incident there will be no financial recourse, mediation, and/or legal responsibility on the part of Apollo Farms LTd. for negligence.**

Parent or Legal Guardian if Rider is minor

Rider Name