

EQUISHARE USA, LLC/ PONYSHARE / SEATON HACKNEY STABLES
LIABILITY WAIVER, RELEASE & HOLD HARMLESS AGREEMENT

For Lessons, Pony Rides, Trail Rides, Camp and /or any activities offered by any of the above-named entities at/or away from the Farm I acknowledge the risks involved in riding, interacting with or being around, horses and ponies. Together with the undersigned (parent/guardian if minor child) named:

I, THE UNDERSIGNED, EXPRESSELY AGREE TO WAIVE THE RIGHT TO PURSUE LEGAL ACTION FOR INJURIES OR LOSSES THAT OCCUR ON ANY OF THE ABOVE PROPERTIES REGARDLESS OF WHO IS AT FAULT.

I / WE understand and agree to hold harmless and indemnify Marc J. Schumacher, the Stables, Equishare USA, LLC., PonyShare, M.A.R.C., Seaton Hackney Stables, the County of Morris, the Morris County Park Commission, as well as any Township or entity, School, Recreation Department or Committee involved in this activity, their employees, instructors, stable hands, independent contractors, position holders, clients, riders and visitors (collectively and individually referred to as "the Operators") and further release them from any liability or responsibility for accident, damages, injury, or illness to the undersigned and/or to any family member, friend, ward or spectator accompanying the undersigned on the premises of Seaton Hackney Stables at 440 South Street, Morris Township, NJ 07960 or at any location where the activity takes place as a result of my association with the above Operator(s). I/We understand and agree that I/we and/or my ward(s) and/or guest(s) may be kicked, struck, stepped on, bitten or may fall off. I also realize that the equipment, while regularly inspected may occasionally fail to operate properly (*for instance, as a result of the horse being startled and responding abruptly to an outside stimulus: An example of such occurrence could be a stirrup or a girth breaking or loosening or being dislodged as a result of a sudden equine reaction or un-proper positioning of the rider.*) I also understand that checking the above-mentioned equipment does not necessarily result in preventing its faulty operation or breakage. I acknowledge that the Stables or aforementioned entities require wearing protective headgear and that if I or my ward is riding without such it will be against the Operator's policy and as a result of my/their own decision and I will be deemed liable for any and all resulting injuries for not wearing such.

I state that I have read, understood and agreed to the following:

I am aware that the Operators have a number of ASTM approved helmets available at no charge & a number of Body Protectors available at no charge. There is no guarantee that these will appropriately fit or prevent an injury. Should I or my ward or minor child decide to ride with a non-approved ASTM helmet, a bicycle helmet, any other form of head protection or no helmet at all, it will be at my own risk.

I am aware that horses are often unpredictable and that a very calm horse may sometimes spook at something not noticeable to the human eye. As a result, I understand that I can possibly fall and get injured. While doing its best to allocate the most suitable, available horse to each particular rider, based upon their age, size and level of experience, I understand that the Operators do not make any claims of suitability of a particular horse for a specific rider and cannot be made liable for such lack of suitability.

I have been made aware by this, that, while the equipment is checked on a regular basis, it sometimes may fail to operate as expected: A girth may become loose, a stirrup may break, a saddle may prove uncomfortable, etc.. While doing their best to upkeep and maintain the equipment in good repair, I understand that the Operators do not make any guarantees as to its soundness, suitability or good repair for each and every instance this equipment is used.

Should the need arise for any medical treatment, and I am not able to be reached, I give my permission for the hospital to provide treatment as deemed necessary by the attending physician.

I hereby declare that I am physically fit. I do not, and have not, suffered from, any of the following conditions, which I understand may lead to a dangerous situation with regards to other persons or myself during riding activities: Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, uncontrolled diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and sever joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition, that requires the regular use of drugs. I hereby declare that I have no physical or mental condition that should prevent me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of riding activities, I will notify the instructor / guide / employee of the insured immediately and before moving away from immediate vicinity.

In addition, the Undersigned hereby acknowledges that (s)he has read the following paragraph from New Jersey Equine limited Act:

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITES RESULTING FEOM INHERENT RISK ANIMAL ACTIVITES PURSUANT TO P.L.1997.C287(C.5:15-1 ET SEQ)

Please Fill Out (Up to 3 riders if from same family)

#1 Rider's Name: _____

#2 Rider's name: _____

#3 Rider's name _____

Home or Cell Phone: (_____) _____ Email Address: _____

Street Address: _____ City: _____ ST: _____ Zip: _____

Emergency contact: Name: _____ Phone number(s): (_____) _____

Info pertaining to the least experienced rider on this waiver:

I am able to: WALK TROT CANTER JUMP OTHER: _____

The last time I rode consistently: Never within a year within the last 3years more than 3 years ago

Warning: I expressly understand that horseback riding can be strenuous and requires a certain degree of fitness. I understand that overweight riders, older riders and/or those who may have calcium deficiency and riders who underwent surgery have an increased risk of injuries in case of a fall. I understand that the horse I will be riding and the pace of the ride will depend both on my answers on this form and on my riding ability as established by the person in charge of the ride.

ADDENDUM FOR COMMUNICABLE DISEASES

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation;
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest position holder immediately; and,
4. I, for myself and on behalf of my heirs, children, wards, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Seaton Hackney Stables, Equishare USA, LLC. and the Morris County Park Commission, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of horses kept on premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases.

Name of participant or Guardian _____

Participant or Guardian's signature : _____ Date signed: _____