

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

In case of a minor child, the undersigned parent or guardian understands that "I" refers to the minor child.

PROGRAM LOCATION AND DATE: _____

Use multiple forms if more than 20 children are present!

For Pony and Badge Programs, Birthday Parties, Lessons, Pony Rides, Trail Rides, Camp and /or any activities offered by any of the below named entities at/or away from the Farm I acknowledge the risks involved in riding, interacting with or being around, horses and ponies.

THE UNDERSIGNED expressly understands and agrees to hold harmless and indemnify Marc J. Schumacher, Equishare USA, LLC., PonyShare, M.A.R.C.(The Program Operator), Seaton Hackney Stables, the county of Morris, the Morris County Park Commission, the Township, School, Recreation Department or committee involved in this activity, their employees, instructors, stable hands, independent contractors, position holders, clients, riders and visitors and further release them from any liability or responsibility for accident, damages, injury, or illness to any of the undersigned and/or to any family member, friend, or spectator accompanying the undersigned on the premises where this program is offered. This Waiver of Liability also includes waiving the Operator's and associated parties' liability for potential exposure to Covid-19 , any of its variances and any other disease contracted at the location(s) where the activities are offered.

I realize that horses and ponies are able to act in unpredictable ways and that I, my child and/or ward 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 such sudden equine reaction.*) I also understand that checking the above mentioned equipment does not necessarily result in preventing its faulty operation or breakage. I acknowledge that the Program Operator requires wearing protective headgear and sturdy footwear and that if I am or my minor child or ward is riding without such it will be as a result of my own decision and I will be deemed liable or any and all resulting injuries for not wearing such.

I have read and understood each of the following line items, By writing my name and/or signing this Release, I state that I have read, understood and agreed to the following:

The Program operator may or may not have a number of ASTM approved helmets available at no charge. There is no guarantee that these will appropriately fit. Should I or my ward or minor child decide to ride with non-approved ASTM helmet, bicycle helmet, any other form of head protection or no helmet at all, it will be at the rider's own risk.

I am aware that horses and ponies are sometimes unpredictable and that a very calm horse or pony may sometimes spook at something not noticeable to the human eye. As a result, I understand that a rider can possibly fall and get injured. While doing its best to allocate the most suitable, available horse to each particular rider, I understand that the Program Operator does 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 that while the equipment is checked as 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 its best to upkeep and maintain its equipment in good repair, I understand that the barn does not make guarantee 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.

**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 NOTE! COVID-19 RELATED

Participation includes possible exposure to and illness resulting from infectious diseases. The undersigned and associated parties hereby release the Operator and related officials, employees and fellow participants from any and all diseases, disability, loss damage or death whether arising from negligence of releases or otherwise to the fullest extend permitted by law.

Participant's Name _____ Name of parent/guardian _____ Signature***
***Must have signature to ride!

1- _____
2- _____
3- _____
4- _____
5- _____
6- _____
7- _____
8- _____
9- _____
10- _____
11- _____
12- _____
13- _____
14- _____
15- _____
16- _____
17- _____
18- _____
19- _____
20- _____

THANK YOU AND ENJOY A SAFE RIDING EXPERIENCE !