

VonThun Farms Release & Hold Harmless Waiver

This document has been prepared by VonThun's Country Farm Market, LLC dba VonThun Farms

The Undersigned (_____) assumes the unavoidable risks inherent in all horse related activities, including but not limited to bodily injury and physical harm to horse, rider and spectator. In consideration, therefore, for the privilege of riding, and/or working around horses at VonThun Farms, located at 35 Kayharts Lane, Washington Township, NJ, the Undersigned does hereby agree to hold harmless and indemnify VonThun Farms, and VonThun's Country Farm Market, LLC, and further release them from any liability or responsibility for accident, damage, injury, or illness to the Undersigned or to any horse owned by the Undersigned or to any family member or spectator accompanying the Undersigned on the Premises.

Nature of the Horse Clause

_____ understand and agree that: Horseback riding is classified as a **rugged adventure recreational sport activity** and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. **No horse is a completely safe horse.** Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human is. If a rider falls from horse to ground it will generally be at a distance of from 3½ feet to 5½ feet, and where the impact can result in injury or death to the rider. Horseback riding and horse driving are the only sports where a much smaller, weaker predator animal, the human, tries to control and become on unit of movement with another much larger, stronger prey animal, the horse, with each having a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: **stopping short; changing direction or speed at will; sifting its weight from side to side; bucking; rearing; biting; kicking; or running from danger.**

Liability Release

I, _____, **AGREE THAT:** In consideration of VonThun Farms allowing my participation in this activity, under the terms set forth herein, I, the rider/handler, for myself and on behalf of my child and or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge VonThun Farms and VonThun's Country Farm Market, LLC, its owners, agents, employees, trainers, officers, directors, and other acting on its behalf (hereinafter, collectively referred to as **ASSOCIATES**), of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown. I, the Undersigned, shall not bring any claims, demands, legal actions and causes of action, against VonThun Farms, and VonThun's Country Farm Market, LLC, and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, or property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of VonThun Farms and and VonThun's Country Farm Market, LLC, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of VonThun Farms and VonThun's Country Farm Market, LLC, whether on or off the premises of VonThun Farms and VonThun's Country Farm Market, LLC.

I the undersigned have read the above three (3) sections and have Understood and Agreed to each section. The above sections are: Release and Hold Harmless Agreement; Nature of the Horse Clause; and Liability Release.

Signature: _____
PonyPals Member/Rider *Date*

Parent Signature: _____
(if under 18 years Parent or Guardian Signature is required) *Date*

Please Print...

Member/Rider Name: _____

Parent Name: _____

Address: _____

Cell #: _____ Home #: _____

