

# RELEASE AND HOLD HARMLESS AGREEMENT

## PHOTO RELEASE

I hereby consent to and authorize the use and reproduction by 4STEP of any and all photographs and any other audiovisual materials taken of me/my son/my daughter/my ward for promotional printed material, educational activities, exhibitions or for any other use for the benefit of the program.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant (14+) Signature \_\_\_\_\_ Date \_\_\_\_\_

I **do not** give consent or authorize the use and reproduction by 4STEP of any and all photographs and any other audiovisual materials taken of me/my son/my daughter/my ward for promotional printed material, educational activities, exhibitions or for any other use for the benefit of the program.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant (14+) Signature \_\_\_\_\_ Date \_\_\_\_\_

## Release of Information

Signature below allows the release of the above information and information in file to 4 Seasons Equestrian Center Therapeutic Program volunteers, instructors and board members.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

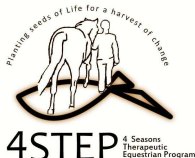
Participant (14+) Signature \_\_\_\_\_ Date \_\_\_\_\_

## Liability Release

The above named participant would like to participate in 4 Seasons Therapeutic Equestrian Program also called 4STEP. I acknowledge the risks and potential for risks of horseback riding, ground activities, and being in the presence of horses. However, I feel that the possible benefits to (myself/my child/ my ward) are greater than the risks assumed. I hereby, intending to be legally bound, for myself, my heirs and assigns, executors or administrators, waive and release forever all claims for damages against 4STEP, it's board of Directors, instructors, therapists, aides and volunteers and/or employees for any and all injuries and/or losses that (I/ my child/ my ward) may sustain while participating in the programs of 4STEP or being on the property of Four Seasons Equestrian Center.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant (14+) Signature \_\_\_\_\_ Date \_\_\_\_\_



# RELEASE AND HOLD HARMLESS AGREEMENT

## Hold Harmless Agreement

This RELEASE of LIABILITY is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between 4 Seasons Equestrian Center, Inc & 4 Seasons Therapeutic Equestrian Program, hereinafter designated "Management," and \_\_\_\_\_, hereinafter designated "participant," and if Participant is a minor, participant's parent or guardian, \_\_\_\_\_. In return for the use, today and on all future dates of the property, facilities and services of the Management, the participant, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. Receive permission to enter upon the premises of this Equestrian Center to receive instruction in horseback riding, to participate in recreational riding, and to take part of therapeutic equine activities upon said premises for which a fee has been paid.
2. Participant/parent/guardian agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF, OR PRESENCE UPON MANAGEMENT'S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. Each of the undersigned being duly aware of the risks and hazards inherent upon entering said premises and participating in any activities held on the said premises, hereby elects voluntarily to enter and participate, knowing their present condition and knowing that said condition may become more hazardous and dangerous during the time that the undersigned is on said premises.
3. Participant/parent/guardian agrees to hold Management and all of its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees, volunteers, and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them in account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon Management's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damage, except if the damages are caused by the direct, willful and wanton negligence of the Management.
4. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. Calif, Civil code S1542) 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 the release.
5. Participant agrees to indemnify and defend Management against, and hold it harmless from, any and all claims, causes of action, damages, judgments, cost or expenses, including attorney's fees, which in any way arise from Participant's use of, or presence upon, the Management's property and facilities.
6. Each of the undersigned hereby agrees to be responsible for horses, equipment and other materials belonging to or being used at 4 Seasons Equestrian Center, Inc while in their possession during the time of lessons, recreational horseback riding, and/or therapeutic activities.
7. Each of the undersigned hereby agrees to abide by all rules, regulations and restrictions imposed by 4 Seasons Equestrian Center, Inc. Therapeutic Program during the time of horseback riding lessons, recreational horseback riding, and/or therapeutic activities.
8. If Participant is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. Management reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
9. This contract is non-assignable and non-transferable and is made and entered into the State of Pennsylvania and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Management and Participant and Participant's parent or guardian, if rider is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

In signing the foregoing release, the undersigned hereby acknowledges and represents that he/she has read the foregoing Release, understands it and signs it voluntarily.

**Four Seasons Equestrian Center, Inc.**  
**4 Seasons Therapeutic Equestrian Program**

\_\_\_\_\_  
participant's signature (14+)

By \_\_\_\_\_  
Management's Signature

\_\_\_\_\_  
parent or guardian's signature