

Back o' the Moon, LLC.  
442 Autumn Drive  
Bangor, PA 18013  
570 897-7301 570-897-6610

THIS RELEASE OF LIABILITY is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between BACK O' THE MOON, LLC, hereinafter designated MANAGER and \_\_\_\_\_, hereinafter designated RIDER/ SPECTATOR /GUEST; and if Rider/Spectator/Guest is a minor, Rider's /Spectator's /Guest's guardian, \_\_\_\_\_. In return for the use, today and on all future dates, of the property, facilities and services of the Manager, the Rider/Spectator/Guest, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider/Spectator/Guest to carry and provide proof of, full and complete insurance coverage on his horse, personal property and himself.
2. Rider/Spectator/Guest agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S/SPECTATOR'S/GUEST'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY, PUBLIC PROPERTY, OTHER OWNER'S PROPERTY, INCLUDING HORSES, EQUIPMENT AND FACILITIES, and 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 of deliberate act of another person.
3. Rider/Spectator/Guest agrees to hold Manager and all of its successors, assigns, the property owner, staff and family, subsidiaries, franchises, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE, NOR ALLOW ANY AGENT OF Rider/Spectator/Guest TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's/Spectator's/Guest's use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damage.
4. Rider/Spectator/Guest agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, assistance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release knows, or does not know or suspect to exist at the time of executing the release.
5. Rider/Spectator/Guest agrees to indemnify and defend Manager against, and hold it harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from Rider's/Spectator's/Guest's use of or presence upon the Manager's property and facilities.
6. Rider/Spectator/Guest agrees to abide by all of Manager's rules and regulations including wearing protective helmets, proper clothing and protective boots or shoes on horses.
7. If Rider is using his horse, the horse shall be free from infection, contagious, transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable. Rider specifically represents that his horse, or any horse brought on the premises by him has obtained a and can show proof of, negative Coggins test within the last twelve (12) months; and has recent vaccinations as designated by Pennsylvania Law and Veterinarians.
8. This Contract is non-assignable and non-transferable and is made and entered into in the State of Pennsylvania, and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with the State Law, then that clause is null and void. When the Manager and Rider/Spectator/Guest and Rider's/Spectator's/Guest's parent or guardian, if Rider /Spectator / Guest is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Manager sign: \_\_\_\_\_

Guest/Rider/Spectator sign: \_\_\_\_\_

Parent or Guardian sign: \_\_\_\_\_