

Stoney Point Camp Liability Release Form

PLEASE READ CAREFULLY BEFORE SIGNING

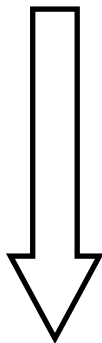
This form must be completed by and for each participant of Stoney Point Camp (SPC)
1460 Stoney Point Road Wyalusing PA, 18853 – Phone (570) 746-1428

Name of Participant: _____ Date(s) of Participation: _____ to _____

Is the Weight of the Participant over 240 Lbs? If yes, please list Weight: _____

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THE ACTIVITIES AT SPC. SPC DOES NOT GUARANTEE YOUR SAFETY.

PLEASE WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS or GUARDIANS MUST ALSO INITIAL.



A. LIABILITY RELEASE -- I AGREE THAT: I choose to participate voluntarily and am fully aware and acknowledge that horse sports and other SPC activities may include working around the farm, swimming, archery, hiking, canoeing, kayaking and other strenuous activities that involve inherently dangerous risks of accident. In consideration of **SPC** allowing my participation in these activities, under the terms set forth herein, I, the Camper, 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 **SPC**, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others 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, anticipated or unanticipated; and I do further agree I shall bring no claims, demands, action and causes of action, and/or litigation, against **SPC** and/or **ITS ASSOCIATES** as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child and/or legal ward in relation to the premises and operations of **SPC**.

_____/_____

B. REGISTRATION OF RIDERS/PARTICIPANT, hereinafter known as Camper, **AND AGREEMENT PURPOSE** - I, the above listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to use **SPC** horse, tack and equipment, personnel and trail for the purpose of horseback riding today and on all future dates:

_____/_____

C. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of **SPC's** physical location. Any dispute by the participant shall be litigated in and venue shall be the county in which **SPC** is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term "**HORSE**" herein shall refer to all equine species. The term "**HORSEBACK RIDING**" herein shall refer to riding or otherwise handling of horses, ponies, mules, of donkeys, whether from the ground or mounted. The term "**CAMPER**" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "**I**", "**ME**", "**MY**" shall herein refer to the above registered camper and the parents or legal guardians thereof if a minor.

_____/_____

D. ACTIVITY RISK CLASSIFICATION – I UNDERSTAND THAT: Horseback riding is classified as 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. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a "**WILDERNESS EXPERIENCE**" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.

_____/_____

E. NATURE OF STABLE HORSES – I UNDERSTAND THAT: **SPC** chooses its rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginner riders, and **SPC** follows a rigid risk reduction program. Yet, 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. If a Camper falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in injury to the Camper. Horseback riding is the only sport where

one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its own (horse) and each has 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 directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.

____/____

F. CAMPER RESPONSIBILITY – I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the Camper is in primary control of the horse. The Camper’s safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the Camper shall be responsible for his/her own safety and that of an unborn child if the Camper is pregnant. **SPC** advises pregnant women not to ride horses, unless permission is given under advice of her physician.

____/____

G. CONDITIONS OF NATURE – I UNDERSTAND THAT: **SPC** is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

____/____

H. CARRY ON OBJECTS AND SHARP NOISES – I UNDERSTAND THAT: Campers must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. **SOME EXAMPLES ARE:** Cameras, hats not securely fastened under chin, toys, and/or purses. Campers must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.

____/____

I. SADDLE GIRTHS - NATURAL LOOSENING – I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse’s belly) may loosen during a ride. If a Camper notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

____/____

J. PROTECTIVE HEADGEAR OFFERING – All participants in a Stoney Point Camp horse activity must wear a SEI certified helmet in order to participate. I, for myself and on behalf of my child and/or legal ward, have been offered an SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet by SPC and do understand that the wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce severity of some of the wearer’s head injuries and possibly prevent the wearer’s death from happening as the result of a fall and other occurrences. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fit for each Rancher’s head, and that once provided I/WE will be responsible for securing the helmet on this Camper’s head at all times.

____/____

Does this participant have physical and/or mental health conditions, problems, and/or disabilities, which may affect his/her safety and ability to ride a horse or participate in any other activities? Yes No If “yes” describe here:

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT’S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

All Campers and Parents or Legal Guardians must sign below after reading this entire document:

SIGNATURE OF CAMPER (Spouses must sign for themselves.) DATE _____

SIGNATURE OF PARENT, GUARDIAN #1 DATE _____

SIGNATURE OF PARENT, GUARDIAN #2 DATE _____