

Pegasus Farm LLC Release Form

Duties of Participant

I, _____, hereinafter referred to as participant, hereby duly acknowledge and understand the following concerning my participation in the equestrian activities at Pegasus Farm, LLC:

1. I understand that there are inherent risks in my participation in equestrian activities which are essentially impossible to eliminate;
2. I assume the risk of any legal responsibility for any injury, loss or damage to any person or property from my participation in equestrian activities at Pegasus Farm, LLC;
3. I have the sole responsibility for knowing the range of my ability to manage, care for, and control any particular horse or perform any particular equestrian activity, and it is at all times my duty to act within the limits of my ability to maintain reasonable control of any horse with which I come in contact;
4. I agree to abide by all posted warnings and to perform equestrian activities only in the areas designated by Pegasus Farm, LLC;
5. I agree to refrain from acting in any manner which may cause or contribute to the injury of any person or property;
6. If I am involved in any accident or collision while on the premises of Pegasus Farm, I will not leave the premises without providing Pegasus Farm with my name address and telephone number and I shall advise Pegasus Farm immediately if I am in need of medical attention for any such accident or collision. I shall complete an accurate written accident report on forms provided by Pegasus Farm;
7. I agree to abide by all direction, rules and instructions made by the operators of Pegasus Farm. Any failure to follow directions, rules and instruction will result in my inability to participate further in the equestrian activities.

_____, 20_____
Date / Year

Signature of Participant -or- *Legal Guardian

Printed name of Participant

Printed name of *Legal Guardian (if appl.)

**Form must be signed by a legal guardian if the participant is under 18 years of age.*

Participants Release of Liability, Assumption of Risk and Waiver of Claims

This Release of Liability, Assumption of Risk, and Waiver of Claims is made and entered into by the participant named above, or his/her legal guardian, in favor of Pegasus Farm, LLC Anne Kaufman and Mark Kaufman.

For and in consideration of the Participant's opportunity to use the property, facilities and services of Pegasus Farm, the Participant, on behalf of himself or herself, his or her heirs, guests, employees, servants and agents, assigns and legal representatives, hereby expressly agrees as follows:

1. Participant agrees to assume any and all risks involved in or arising from participant's use of or presence upon Pegasus Farm property or facilities, including without limitation, but not limited to, the risk of death, bodily injury, paralysis, property damage, and emotional distress from falls, kicks, bites, trampling, collisions with vehicles,

horses or objects, fire, explosion or the unavailability of emergency medical care.

2. I understand that equestrian activities are inherently dangerous and that serious injury or death are risks of participating in equestrian activities and I affirmatively desire to assume those risks among others listed herein, and to release Pegasus Farm, and Anne and Mark Kaufman from any liability for injuries to me as a result of my participation in equestrian activities or my presence on the property of Pegasus Farm. I have been provided with a copy of the West Virginia Equestrian Activities Responsibility Act and I have read and understand the same.
3. I understand that no person under the age of 18 is permitted to mount a horse or to participate in equestrian activities at Pegasus Farm at any time without wearing an ASTM or SEI certified helmet. If I am over 18 I understand that I have been strongly encouraged to wear a certified helmet whenever participating in equestrian activities and I assume all risks of failing to wear a helmet, including without limitation, serious head injury, brain injury, paralysis or death.
4. Except with respect to claims arising from the intentional, willful or wanton misconduct of Pegasus Farm, Participant agrees to RELEASE and DISCHARGE Pegasus Farm and all of its affiliated entities, including but not limited to, Anne and Mark Kaufman, its successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents and hold them completely harmless and not liable, and release them from all liability whatsoever and AGREES NOT TO SUE them on the account of or in connection with any claims, causes of action, injuries, damage, costs or expenses arising out of the Participant's use of any horses for recreational purposes, or presence upon Pegasus Farm's property and facilities, including, without limitation, those based on death, bodily injury, property damage, and consequential damages.

_____, 20_____
Date / Year

Signature of Participant -or- Legal Guardian

Printed name of Participant

Printed Name of Legal Guardian (if appl.)

Address

City, State, Zip Code

(_____)_____
Telephone Number

**Form must be signed by a legal guardian if the participant is under 18 years of age*