



**Kim Seng Clinic
July 25, 2009**

Registration

Name: _____

Address: _____

Phone: (Home or Cell) _____ **(Work)** _____

Email: _____

Riding Goals: _____

Riding Level: (Check one) **Beginner** **Intermediate** **Advanced**

I have enclosed:

Equine Health Certificate Minimum requirements 4-way, and rabies.

\$75 clinic fee ~ no cash please

Please make checks payable to: PNHA, Inc. Mail registration form to:

PNHA, Inc. P.O. Box 120 Apollo, PA 15613 (724)-859-7938 info@pnhainc.com

Additional Fees: (Payable the day of the clinic)

Stall per day ~ \$10 all horses are to be stalled, there will be no tying to trailers.

Lease of horse ~ \$15 per day (there is no express or implied warranty on horses used for this clinic. Every effort will be made to match horse and rider, but no guarantee will be provided for such. Riders are required to use a certified riding helmet.

SkyBar Farm

Kara Hollabaugh
123 Crimm Rd.
Ford City, PA 16226

Phone (724) 763-8041
Email: skybar_farm@hotmail.com
<http://www.skybarfarm.com>

Waiver of Rights

I, _____ understand and agree to the following article of agreement. I, _____ release SkyBar Farm, M. Kara Hollabaugh, (proprietor), Jeff J. Hollabaugh, (Spouse), and their heirs of all liability and responsibility in the event of an accident or incident resulting in injury or death to myself while taking riding lessons, trail riding, working, or just frequenting the premises of SkyBar Farm, the farm's acreage, stables, outbuildings or house.

Signed _____ (Client)

Signed _____ (Parent or Guardian)

Name (printed please) _____

Address _____

Phone Number _____

Email _____

Signed _____ (Proprietor: SkyBar Farm)

SKYBAR FARM RELEASE OF LIABILITY

Parent / Minor

WITNESS THIS AGREEMENT this _____ day of _____, in the year _____, by and between _____, hereinafter referred to as **MANAGER** and _____, hereinafter referred to as **RIDER**, and, if Rider is a minor, Rider's parent or guardian, _____. In consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Manager, Manager's instructors, employees and agents; Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider agrees to abide by and follow Manager's rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

2. RIDER (OR RIDER'S PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGER AND THE FACILITIES LOCATED THEREON. In the event rider is a minor, the parent or guardian shall further indemnify, defend and hold Manager harmless from any such claims by said minor child, regardless of any statute of limitations or contractual limitation of actions.

3. IN THE EVENT Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases.

Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.

4. ANY ACTION brought under this agreement shall be brought within one (1) year of the incident or accident-giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, medical or other actual expenses incurred, and a maximum of \$5,000 for damages such as pain and suffering.

5. RIDER AGREES to waive the protection of any applicable statutes in this jurisdiction 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 said release.

Signature of RIDER

Signature of MANAGER

Signature of PARENT OR GUARDIAN