



THE LAND CONSERVANCY FOR SOUTHERN CHESTER COUNTY

www.TLCforSCC.org



Location Address
102 E Street Road
Kennett Square, PA 19348

Mailing Address
PO Box 734
Unionville, PA 19375

484-986-5193 ph
landmanager@tlcforscc.org

Equine Waiver, Release & Hold Harmless Agreement

1. For and in consideration of permitting _____ (the Undersigned), to take advantage of trail riding within the *Stateline Woods Nature Preserve*, on lands owned in Kennett Township, Pennsylvania, by THE LAND CONSERVANCY FOR SOUTHERN CHESTER COUNTY, a non-profit 501(c)(3) corporation, whose principal place of business is 102 East Street Road, Kennett Square, PA 19348, the undersigned voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for **personal injury, property damage, or wrongful death** occurring to him/herself and/or his/her horse, arising as a result of the activity described above, wherever, whenever, or however the same may occur and for whatever period those activities may continue.
2. The Undersigned does for him/herself, his/her heirs, executors, administrators and assigns release, waive, hold harmless, discharge and relinquish any action or causes of action described above, which may arise for him/herself and for his/her estate.
3. The Undersigned agrees that under no circumstances will he/she or his/her heirs, executors, administrators, and assigns prosecute or in any way whatsoever, present any claim for **personal injury, property damage or wrongful death** against the THE LAND CONSERVANCY FOR SOUTHERN CHESTER COUNTY or any of its officers, directors, agents, servants, employees, representatives, for any and all causes of action, claims, demands, liabilities, obligations, losses, damages, penalties, and expenses, of whatever nature, whether the same is the result of strict liability, gross negligence, or negligence of any of those persons, or otherwise, which arose out of or were in any way connected with or related to the activity described above.
4. In addition, the Undersigned does hereby agree to hold harmless and indemnify THE LAND CONSERVANCY FOR SOUTHERN CHESTER COUNTY and further release it from any liability or responsibility for accident, damage, injury, or illness not only to the Undersigned or any horse owned by the Undersigned, but also to any family member, friend, or spectator accompanying the Undersigned on the premises or invited to the premises by the Undersigned.
5. In addition, the Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injury, property damage or wrongful death is prosecuted against THE LAND CONSERVANCY FOR SOUTHERN CHESTER COUNTY because of and/or based on the Undersigned's participation in the above-specified activity, the Undersigned agrees to completely indemnify and hold harmless THE LAND CONSERVANCY FOR SOUTHERN CHESTER COUNTY from any and all first party claims, third party claims and/or causes of action by whomever made or presented for personal injuries, property damages, or wrongful death.
6. It is the intent of the undersigned by signing this document to exempt or relieve THE LAND CONSERVANCY FOR SOUTHERN CHESTER COUNTY from liability and any and all claims for personal injury, property damage or wrongful death.
7. Further, by signing this document, the undersigned acknowledges that he/she is **assuming the risk** involved in participating in the activity described above and, furthermore, **assumes the**

PRESERVING OUR QUALITY OF LIFE ONE ACRE, ONE FARM, ONE TRAIL, ONE HEART, AND ONE MIND AT A TIME.

risk for any and all first party and third party claims caused by participating in the activity described above.

8. The undersigned also *assumes the risk* of the activity described above according to the Pennsylvania Equine Activity Act, and **hereby acknowledges that all equine related activities are inherently dangerous**

9. In the event the Undersigned breaches this Agreement, the Undersigned further agrees to pay all reasonable attorney's fees, court costs, and interest for THE LAND CONSERVANCY FOR SOUTHERN CHESTER COUNTY necessary to enforce this Agreement.

10. This Agreement shall be unlimited in duration.

11. This Agreement shall be governed by the laws of the State of Pennsylvania.

12. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

13. The Undersigned acknowledges that he/she has read this **Waiver, Release & Hold Harmless Agreement**, and is fully and completely aware of the potential dangers incidental to engaging in any and all of the activities described above and is fully aware of the legal consequences of signing this document.

Executed this _____ day of _____, 201__.

Signature: _____

Printed Name: _____

Address: _____

Parent or Guardian if Undersigned is under age 18:

I, _____, declare that I am the parent or legal guardian of the Undersigned. I have read the foregoing **Equine Waiver, Release & Hold Harmless Agreement** and in consideration of the LAND CONSERVANCY FOR SOUTHERN CHESTER COUNTY allowing such minor entry onto its trails, I hereby agree that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon myself and the minor.

I declare under penalty of perjury under the laws of the State of Pennsylvania, that the foregoing is true and correct.

Executed this _____ day of _____, 201__.

Parent/ Guardian Signature: _____

Print Participant's Name: _____

Address: _____

Adopted September 2008 /Updated November 2010/ Updated April 2014