

THE BED & BREAKFAST at PENMERRYL FARM, KILBRIDE INTERNATIONAL Waiver, release of liability, and assumption of risk. This document affects your legal rights - read it carefully.

I, \_\_\_\_\_ for the consideration of the agreement of The Bed & Breakfast at Penmerryl Farm (B&B), Kilbride International (KI) to allow the use of it's facilities for horse back riding and associated activities and other recreational activities do hereby make this agreement.

I AM AWARE THAT RIDING, JUMPING, AND OTHER ACTIVITIES INVOLVING HORSES ARE HAZARDOUS ACTIVITIES AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES AND/OR INSTRUCTION WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.

I am voluntarily participating in the activities described herein, including horse riding activities, biking, fishing, swimming, boating, etcetera, and, after having been warned of the dangers incident thereto, I agree to use all safety equipment and animals in the manner in which it/they were intended to be used and to employ all suitable precaution and safety equipment available to me (including an approved ASTM helmet and properly heeled boots when mounted).

I hereby agree that I will not present a suit or a claim against any of B&B, KI'S officers, Lessors, agents, leaders, instructors, sub-contractors, or volunteers, for injury, loss or damage resulting from my participation in riding, jumping, viewing and other such activities arising out of my use of said equipment, animals, facilities or presence on/use of premises. ALL PERSONS ON THESE PREMISES WILL BE REGARDED AS PARTICIPANTS AND LIMITED BY THE INHERENT RISK LAW.

I also hereby agree to release and discharge from liability B&B, KI, it's officers, Lessors, employees, agents, instructors, sub-contractors or volunteers from all actions, claims or demands, for myself, my heirs, personal representatives, family members, or my ward, if applicable, for death, injury, loss, or damage to property or person resulting from use of aforesaid facilities or participation in the foregoing activities. I further hereby agree to Indemnify and hold harmless any of the above named parties or entities against whom an action is brought or claim made in violation of this agreement. Further, if such a claim is made and found to be non-compensensable, I agree to pay the attorney's fees and costs incurred by B&B, KI'S or respective insurance companies, incurred in the defense of such claim.

I further hereby grant B&B, KI or its assigns the permission to use in any media, my photograph, video/audio tape, or other reproduction arising out of use of the facilities for its advertising and promotional purposes. I am over eighteen years of age, or my legal guardian has also signed and read this document.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND IT'S CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND B&B, and KI.

\_\_\_\_\_  
Signature (print name and address below)

\_\_\_\_\_  
Date