

KINDLE HILL FOUNDATION

**ASSUMPTION OF RISK DISCLAIMER, WAIVER OF LIABILITY, AND
INDEMNIFICATION AGREEMENT**

[ENTER ORGANIZATION NAME], and together with its affiliates and subsidiaries (the “**Organization**”), hereby assumes all risks and danger incidental to the participation of its partners, members, officers, directors, managers, agents, employees, contractors, vendors, clients and other invitees (collectively, the “**Participants**”), in all equine assisted learning and therapy related activities (the “**Activities**”) provided by Kindle Hill Foundation, a Pennsylvania non-profit organization (the “**Company**”) at 901 Morris Road, Blue Bell, PA 19422 and 99 Plymouth Road, Blue Bell, PA 19422 (the “**Premises**”). In consideration of being permitted by the Company to enter the Premises and participate in the Activities and in recognition of the Company's reliance hereon, the Organization agrees to the terms and conditions set forth in this assumption of risk, waiver of liability, and indemnification agreement (this “**Agreement**”).

The Organization is aware, understands and agrees that horse-related activities are inherently dangerous and that the Activities involve risk of serious injury, death, loss and/or property damage. The Organization acknowledges that it has voluntarily engaged the Company to provide the Activities for the benefit of or otherwise involving Participants and understands the dangers involved and hereby agrees to accept and assume any and all risks of injury, death, loss, or property damage a Participant may suffer or incur due to such party’s presence upon the Premises or participation in the Activities at the Premises whether caused by the negligence or gross negligence of the Company or otherwise.

The Organization hereby expressly waives and releases any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, successors, assigns and contractors (collectively, “**Releasees**”), on account of any injury, death, loss or property damage arising out of or attributable to the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. The Organization covenants not to make or bring any such claim against the Company or any other Releasee, and forever releases and discharges the Company and all other Releasees from liability under such claims.

The Organization shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney’s fees, and the costs of enforcing any right of indemnification under this Agreement, and the cost of pursuing any insurance providers, awarded against the Company or any other Releasees, arising out or resulting from any claim of the Organization, any Participants, or any third party as a consequence of a Participants presence upon the Premises or participation in the Activities.

The Organization hereby (check one) “Consents _____,” “Does not consent _____” to any medical, dental, or surgical treatment or procedure of an emergency nature that is reasonably necessary to attempt to save the life or to restore any participant to health.
Initials: _____

The Organization understands, acknowledges and agrees further that:

- (i) The terms of this Agreement are contractual in nature and not merely a recital.
- (ii) This Agreement supersedes any and all prior written or oral agreements and representations between the Company and the Organization concerning the waiver, release, and indemnification obligations herein.
- (iii) Any changes to this Agreement shall be valid only if set forth in writing signed by both parties and referring to this Agreement.
- (iv) This Agreement is binding upon the Organization and its successors and assigns.
- (v) This Agreement shall inure to the benefit of the Company, the Releasees and their respective heirs, personal representatives, executors, trustees, beneficiaries and successors and assigns.
- (vi) This Agreement shall be interpreted, construed and enforced in accordance with the substantive laws and procedural rules of the Commonwealth of Pennsylvania.
- (vii) If any part of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.
- (viii) The provisions of this Agreement will remain in issue and in full force and effect even after the Organization or the Participants vacate the Premises.
- (ix) Nothing in this Agreement shall be deemed to prohibit the Company from establishing any rules and regulations regarding the use of the Premises that the Company deems necessary or advisable, and the Organization agrees to adhere to, and to cause all other Participants to adhere to, any and all such rules and regulations while present upon the Premises.
- (x) The party signing this Agreement on behalf of the Organization is the duly authorized officer or agent of the Organization and has the power and authority to bind the Organization. This Agreement is enforceable against the Organization in accordance with its terms.

[Signature Page Follows]

THE ORGANIZATION ACKNOWLEDGES AND AGREES THAT IT HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE ORGANIZATION ACKNOWLEDGES AND AGREES THAT IT HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF ITS CHOICE BEFORE SIGNING THIS AGREEMENT. THE ORGANIZATION FURTHER ACKNOWLEDGES THAT THE AUTHORIZED PERSON'S SIGNATURE BELOW IS BINDING UPON THE ORGANIZATION.

AGREED AND ACCEPTED:

[ENTER ORGANIZATION NAME]:

By: _____

Name: _____

Title: _____

Date: _____