



Family Ministries at
TOO FAR OUT FARM LLC

29533 Borgardus Road, Guys Mills, PA 16327
email toofaroutfarm@yahoo.com | ph. 814/795-2686
web www.toofaroutfarm.org | wwwFOUNDATIONSprogram.org

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "**I**" or "**me**") desires to participate in Equine Activity including but not limited to horseback riding, stabling, training, and any and all types of activities associated directly or indirectly with equestrian activity (the "**Activity**") provided by Too Far Out Farm LLC a Pennsylvania limited liability company with offices located at 29533 Borgardus Road, Guy Mills, PA 16327 (the "**Company**"). In consideration of the intangible value that I will gain by participating in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM [MY PARTICIPATION IN] THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I 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

attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees in a final judgment, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

I acknowledge that the Company reserves the right to refuse to allow Me to use any horse, including My own horse, upon the Company's premises or in the Company's sponsored Activity if in its sole determination the horse is not in proper health or is deemed to be dangerous or undesirable.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. This Release is non-assignable and non-transferable. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Crawford County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

This Release is independent of any agreement for the use of facilities or services which may now exist, or which may be entered into in the future and shall be deemed applicable to and part of any such agreement. This Release may not be canceled, terminated or otherwise changed or modified except by an instrument in writing executed by all parties.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I AGREE TO ABIDE BY ALL THE COMPANY'S RULES AND REGULATIONS.

Signed: _____

Printed Name: _____

Address: _____

Phone Number: _____

Email Address: _____

In Case of Emergency Contact Name & Phone Number: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed: _____

Printed Name of Parent or Legal Guardian: _____

Address: _____

Date: _____

Witnessed: _____

Printed Name of Witness: _____

Address: _____

Date: _____



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----- **PHOTO RELEASE** -----

(rev. 02/05/2020)

I, _____ grant and authorize Too Far Out Farm LLC and it's assigned the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me by Too Far Out Farm LLC, its staff, assigns and volunteers to be used in and/or for legally promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats and markets now known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing.

I understand and agree that these materials shall become the property of Too Far Out Farm LLC and will not be returned.

I hereby hold harmless, and release Too Far Out Farm LLC from all liability, petitions, and causes of action which I may, my heirs, representative, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate.

I warrant that I am of the age of consent (18 years or older) and that I am competent to contract in my own name. I have read this release before signing below and I full understand the contents, meaning and impact of this release.

[SIGNATURE]

[DATE]



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