

LAST Name:\_\_\_\_\_ FIRST Name:\_\_\_\_\_

Mailing Address: 115 Meehan Lane, New Brighton, PA 15066 Property Address: Meehan Lane, New Brighton, PA 15066 Phone: 412-585-0383

## EQUINE ACTIVITY RELEASE, HOLD HARMLESS AGREEMENT AND PHOTO RELEASE

1. I, \_\_\_\_\_\_(Signer if 18 & older), the undersigned, on behalf of myself and/or, as parent and natural guardian of the minor known as \_\_\_\_\_\_(Minor's Name), have read, understand and freely and voluntarily enter into this Release and Hold Harmless Agreement with RYYR understanding that this Release and Hold Harmless Agreement is a waiver of any and all liabilities.

2. I understand the potential dangers that I or my minor child can incur in mounting, riding, walking, boarding, feeding any horse; including but not limited to, interactions with other horses. I understand these risks and I hereby release RYYR, its owners, managers, employees, family, and anyone directly or indirectly connected with RYYR from any liability whatsoever in the event of injury or damage of any nature, including death, to me, or anyone else caused by or incidental to my electing to mount, ride, or interact with horses in any way, on RYYR's premises.

3. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals in my undertaking in any equine activity whatsoever, including death, personal injury and/or damage to any property.

4. I recognize and agree that I have selected the equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.

5. I further voluntarily agree and warrant to Release and Hold Harmless these equine professionals from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's negligence, relating to injuries known, unknown, or otherwise not herein disclosed, including, but not limited to, injuries, death or property damage from equipment failure; mounting, riding, jumping; dismounting; walking; grooming; feeding; use of horse barn, electric fencing, paddock, trails or horse arena/ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked, or my failure to understand any equine professional's direction relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

6. I understand and acknowledge that I have been provided an opportunity to inspect, survey and traverse the premises to be utilized, by the equine professional (RYYR) and I have accepted the premises in the "AS IS" condition. I also acknowledge these inherent risks of equine activities:

1) The propensity of an equine to behave in a manner, which may cause injury, harm or death to a person on or near it.

2) The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, individuals or other animals.

3) An equine's reaction to certain natural hazards, such as surface and subsurface ground collisions.

4) A collision with other equines or objects.

5) An equine's response to the participant's manner of handling or controlling it or inability to handle or control it.

7. Pennsylvania has adopted an Equine Activity Immunity Act. That Act recognizes the inherent risks involved in equine activities. I have voluntarily chose to participate in these equine activities despite being aware of the risk involved.

PHOTO RELEASE - I hereby grant to RYYR the unrestricted and absolute, perpetual, worldwide right to reproduce, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives, and otherwise use the photograph(s) of myself and any minor(s) identified below (the "photograph(s)") for any purpose whatsoever ("Grant"). I acknowledge that the purposes for which the photographs may be used include without limitation, RYYR publications, videos, books and newsletters. I agree that this Grant includes, without limitation, the right to use the photograph(s) - or part of it - in combination with, or as a composite of, other matter, including, but not limited to text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media embodiment, now known or hereafter developed, including, without limitation, print, film, video tape, DVD, broadcast, digital transmission and electronic/online media. I acknowledge that this Grant includes the right to use the name of the minor(s) identified below, whether in original or modified form, or fictitious name, in connection with the photograph(s). I hereby voluntarily release and forever discharge - for myself and on behalf of the minor(s) identified below - RYYR from any and all claims, demands, or causes of action for libel, defamation, invasion of privacy or right of publicity infringement of copyright, or violation of any other right arising out of or relating to any utilization of the photograph(s) or the name of the minors identified below. Such claims, demands, and cause3s of actions include, without limitation, inadvertent errors, such as blurring, distortion, or alteration, or based upon any decision not to make use of the photograph(s). I understand that RYYR and its licensees and assigns are relying on my consent to use the photograph(s) with respect to the promotion of various services or products. I acknowledge that neither myself nor any minor(s) identified below shall receive compensation with respect to any matter referred to in this Photo Release. All images, electronic or non-electronic, negative, positives and prints - are owned by RYYR. RYYR is free to assign and license any and all of the rights granted in this Photo Release. I acknowledge that in no event will I have the right to enjoin the distribution or exploitation of the photograph(s). I hereby relinquish any right that I may have to examine or approve the completed product(s) or advertising copy or printed matter that may be used by RYYR or its' licensees or assigns.

TRANSPORTATION VIDEO MONITORING - In the event that I utilize RYYR's transportation services, I understand and acknowledge that RYYR reserves the right to employ video monitoring and recording devices within RYYR vehicles when transporting participants, including minors, to and from RYYR's facilities. I hereby consent to the use of video monitoring and recording for the sole purpose of ensuring the safety and security of participants and staff during transportation. I understand that these recordings are intended to protect the wellbeing of all individuals involved and may only be used for internal review, security purposes, or as required by law. I further acknowledge that any audio monitoring features in these recordings will be disabled in compliance with Pennsylvania law, and I expressly waive any objections or claims related to the absence of audio recording. I hereby release for myself, and on behalf of the minor(s) identified below, RYYR, its employees, agents, and representatives from any and all liabilities or claims arising from the use of video monitoring during transportation, including but not limited to invasion of privacy and the absence of audio monitoring.

Persons voluntarily entering into this Release and Hold Harmless Agreement:

Signature (for yourself if you are 18 and older)

Printed Name

Date of Birth

Date

If minor, person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:

Signature of Guardian/Parent of Minor

Date

Printed Name

Date of Birth

(Rev 2/12/24)