

## **GENERAL RIDING AGREEMENT AND RELEASE - ADULT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between: Firefly Farms, LLC, a Pennsylvania limited liability company of 100 Johns Road, Glenmoore, PA (hereinafter referred to as "Firefly") and

NAME: \_\_\_\_\_ (hereinafter referred to as "Client")

ADDRESS: \_\_\_\_\_

### **Background of Agreement**

(1) Firefly operates outdoor horseback riding areas and an indoor riding arena, and provides care for and maintains horses for recreational, breeding and training purposes at a farm located at 100 Johns Road, Glenmoore, Chester County, Pennsylvania (the farm being known as "Firefly Farm" and sometimes referred to as the "Farm"). Firefly also provides riding lessons at the Farm. The Farm is owned by Mister Nobody Farms, LLC, a Pennsylvania limited liability company (referred to herein as the "Owner").

(2) Client certifies that Client is an adult individual, at least eighteen (18) years of age.

(3) Client would like to use the facilities at Firefly Farm to ride his/her horse(s).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. **Services.** Client is permitted to ride his/her horse(s) at Firefly Farm, including the indoor riding arena and the outdoor riding arena, cross-country jumps and trails.

2. **Terms of Payment.** Client will pay a fee for the use of Firefly's facilities in the amount of \$\_\_\_\_\_ per visit. Payment shall be made directly to Firefly and shall be payable prior to the Client's use of the facilities.

3. **Liability.** Client acknowledges and agrees that NEITHER MISTER NOBODY, LLC AS PROPERTY OWNER OF THE FARM, FIREFLY, NOR ANY EMPLOYEE OR LICENSEE OF FIREFLY OR OWNER ON THE FARM (HEREINAFTER "RELEASEES") SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY SUFFERED BY CLIENT OR CLIENT'S PROPERTY, INCLUDING CLIENT'S HORSE. CLIENT UNDERSTANDS THAT HORSES ARE UNPREDICTABLE AND POTENTIALLY DANGEROUS DOMESTIC ANIMALS AND THAT CERTAIN RISKS OF INJURY TO ANIMALS OR PERSONS ARE ASSOCIATED IN A HORSE/STABLE ENVIRONMENT. THE CLIENT IS FULLY AWARE OF SUCH INHERENT DANGERS RELATED TO EQUESTRIAN ACTIVITIES AND, BEING FULLY AWARE OF SUCH, HEREBY KNOWINGLY AND VOLUNTARILY FULLY, FOR THEMSELVES, THEIR HEIRS, AND LEGAL REPRESENTATIVES, HEREBY RELEASES, FOREVER DISCHARGES AND AGREES NOT TO MAKE OR BRING ANY CLAIM OF ANY KIND AGAINST RELEASEES FOR ANY INJURY TO THE CLIENT OR CLIENT'S PROPERTY, INCLUDING CLIENT'S HORSE, WHETHER RESULTING FROM FIREFLY'S, OWNER'S, OR ANYONE'S NEGLIGENCE, OR FROM ANY OTHER CAUSE OF ACTION OR CLAIM, DIRECTLY OR INDIRECTLY, ARISING OUT OF THE GIVING OF RIDING LESSONS AT THE FARM, WHETHER CAUSED BY ANY CONDITION OF THE LAND, FENCES, STRUCTURES OR BY OTHER HORSES OR FROM ANY CAUSE WHATSOEVER. THE TERM "CLAIM" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS, LIABILITY,

DAMAGE, EXPENSE, FEES, MEDICAL/HOSPITAL EXPENSE, LOSS OF EARNINGS OR EARNING CAPACITY, PAIN AND SUFFERING, CAUSES OF ACTION OR SUITS OF ANY NATURE WHATSOEVER. THE TERM "INJURY" SHALL INCLUDE ANY DAMAGE OR HARM TO ANY PERSON OR PROPERTY OR PHYSICAL INJURY OR IMPAIRMENT OR LOSS OF LIFE TO ANY PERSON, HORSE OR OTHER PROPERTY. THE CLIENT FURTHER AGREES TO FOREVER PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES FROM AND AGAINST ANY CLAIM FOR ANY INJURIES SUSTAINED BY THEMSELVES OR ANY OTHER PERSON PRESENT AT THE FARM WITH THEM OR AS THEIR LICENSEE.

4. **Third Party Beneficiary.** The Farm Owner, Mister Nobody Farms, LLC, is intended as, and is, a third party beneficiary of this Agreement, with full rights of enforcement.

5. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

6. **Modifications.** No alterations or variation of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties.

IN WITNESS WHEREOF, the parties, for themselves, their successors, heirs, executors, administrators and assigns, have executed this Agreement on the date set forth above, intending to be legally bound hereby.

FIREFLY FARMS, LLC:

CLIENT:

By: *Nancy J Ligon* (SEAL)

\_\_\_\_\_  
Printed Name \_\_\_\_\_ (SEAL)