



## SAINT VINCENT COLLEGE

### Release Waiver of Liability and Indemnity Agreement

#### Trail Riding Event

#### Saint Vincent College

#### (Adult)

In consideration of my participating in the following trail riding event to be conducted at Saint Vincent College on September 2, 2018. I hereby expressly agree, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Saint Vincent Archabbey, the Benedictine Society of Westmoreland County, Saint Vincent College, Saint Vincent Seminary, Wimmer Corporation, and its and their past, present, and future governing bodies, members, managers, directors, officers, employees, agents, insurers, employee benefits plans and their respective trustees and fiduciaries, and all others acting in concert with them, (hereinafter, "Saint Vincent"), shall not be liable for any damages arising from my personal injuries (including death) sustained by me in, on, or about the premises, or as a result of my participating in the above mentioned trail riding event, regardless of whether such injuries resulted, in whole or in part, from the negligence of Saint Vincent.

By execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me as a result of my participation in the above mentioned trail riding event. I hereby fully and forever release and discharge Saint Vincent from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the above trail riding event.

I expressly agree to indemnify and hold harmless Saint Vincent against any and all claims, demands, damages, rights of action, or causes of action by any person or entity that may arise from injuries or damages sustained by me.

I agree that I will be solely responsible for my own safety and wellbeing. I understand that Saint Vincent does not provide supervision, instruction, or assistance for the above-mentioned trail riding event, unless they have separately agreed to do so in writing.

I agree to comply with all rules imposed by Saint Vincent regarding this event. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment or device in any manner inconsistent with its intended design and purpose. I understand and agree that Saint Vincent is not responsible for property that is lost, stolen, or damaged while in, on, or at the premises.

I further expressly agree that the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I explicitly represent to Saint Vincent that I am at least 18 years of age and that I

- a. am physically fit and capable of participating in the above-mentioned trail riding event;
- b. have had a recent physical examination by a competent physician and that my participation is consistent with all medical advice I have presently received from medical professionals familiar with my physical condition;
- c. have inspected the facilities prior to their use and,
- d. understand the inherent dangers in riding a horse and that prior to engaging in this trail riding event I will obtain, on my own, sufficient training and instruction in horseback riding to assure myself and Saint Vincent that I am capable of undertaking this activity in a reasonably safe manner.

I hereby agree that in case of loss, injury, or damage to me or my property, I will apply the benefits of any hospitalization, accident, automobile, home owners and/or any other property or liability insurance towards the payment of such loss, injury or damage and that I will not look to Saint Vincent for the payment of any such loss, injury, or damage and/or any expense or cost related thereto.

I have read the foregoing waiver and release of liability. I am aware that I may consult with an attorney of my own choosing prior to executing it. I have voluntarily executed this document with full knowledge of its contents. I sign it intending to be legally bound hereby.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
\_\_\_\_\_

Horse Name: \_\_\_\_\_

Email: \_\_\_\_\_

Cell No: \_\_\_\_\_