



## SAINT VINCENT COLLEGE

### Consent, Release, Waiver of Liability, and Indemnity Agreement

#### Trail Riding Event

#### Saint Vincent College

#### (Minor Child Participant)

I/We, the parent(s)/guardian(s) of the minor participant [hereinafter “our child”] identified below, hereby acknowledge that our child is being offered the opportunity to engage in a trail riding event, specifically, Feast of St. Francis trail ride to be held at the campus of Saint Vincent College on September 30, 2018.

I/We hereby acknowledge that any reference to Saint Vincent in this document includes 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”).

I/We understand and agree that our child’s participation in the activity is strictly voluntary on our part and I/We hereby consent to it. I/We understand and acknowledge that the activity involves horseback riding and that our child could be injured if he or she participates.

I/We agree to instruct our child to comply with all safety precautions and instructions from all authorized persons in connection with this trail riding event.

I/We voluntarily assume any and all risks of injury to our child caused by, or rising from our child’s participation in this trail riding event.

I/We understand and acknowledge that as a precondition to our child participating in this trail riding event, Saint Vincent requires us to, and I/We hereby do, release and indemnify it against any loss, damages, or costs, from any claims or causes of action that I/We might have against Saint Vincent arising from our child’s participation in this event. I/We understand that by signing this Release, Waiver of Liability, and Indemnity Agreement, I/We are voluntarily giving up legal rights that I/We may have against Saint Vincent as are otherwise set forth herein.

I/We knowingly and voluntarily indemnify, release and hold harmless Saint Vincent from any and all claims relating to, or arising from our child’s participation in this trail riding event including, but not limited to, any personal injury claim or claims of general or gross negligence.

I/We further acknowledge that Saint Vincent College does not provide any supervision, instruction, or assistance in regards to this trail riding event unless it has separately agreed to do so in writing.

I/We hereby agree that Saint Vincent College is not responsible for any property that is lost, stolen, or damaged while in, on, or about the premises of Saint Vincent during this event.

I/We hereby represent to Saint Vincent College that our child is physically fit and capable of participating in this trail riding event; that our child has had a recent physical examination by a competent physician and that our child's participation is consistent with all medical advice I/We have presently received from medical professionals familiar with their physical condition; that I/We have inspected the facilities prior to their use; and that our child is sufficiently familiar with horseback riding in order to assure Saint Vincent and me that our child may participate in this activity in a reasonably safe manner.

I/We further represent that our child is covered by some form of hospitalization, accident, automobile and/or other property or liability insurance, and that such insurance will be applied toward the payment of any loss, injury, or damage incurred during this event and that I/We will not look to Saint Vincent College for the payment of any such loss, injury, or damage or any expense or cost related to it.

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

I/We have read the foregoing Waiver and Release of Liability and Indemnity Agreement. I/We acknowledge that I/We have the opportunity to consult with a lawyer of our own choosing regarding it. I/We voluntarily agree to execute this document with full knowledge of its contents and intending to be legally bound thereby.

\_\_\_\_\_  
Parent/Legal Guardian (Date)

\_\_\_\_\_  
Full Name of Child

Address:

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

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

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

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