



RELEASE, HOLD HARMLESS and WAIVER OF LIABILITY

I, the undersigned, for good and valuable consideration, including the permission to participate in any and all equestrian related activities with Marley's Mission Inc. ("the Mission") and all consultants of the Mission, agents of it, or volunteers of the Mission), the receipt and sufficiency whereof is all hereby acknowledged, do hereby agree and consent to the following:

RELEASE AND WAIVER FROM LIABILITY

In consideration of being permitted to participate in any capacity in activities within Marley's Mission, Inc., located at 188 Shaffer Road, Lake Ariel, Wayne County, PA and as set forth above, I, by execution of this General Release and Waiver of Liability, do hereby release Marley's Mission, Inc., John Seeley, and all related affiliated corporations and individual property owners thereof, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Marley's Mission, Inc. for any and all damage, and any claims, including any claim of personal injury, death, or injury to or loss of personal property, whether arising from equine activities, providing or failing to provide ambulance service, medical care, nursing care, paramedic care, basic life support care, emergency trauma care, advanced life support care, first aid, emergency communication, emergency transportation, or design, maintenance or repair of any facility or anything or any other act caused by Marley's Mission, Inc. or John Seeley or otherwise while I am in or upon the premises of Marley's Mission, Inc.. All personal property kept, placed or left on or about the premises of Marley's Mission, Inc. shall be at my sole risk as to loss, theft, injury or damage and Marley's Mission, Inc. shall have no responsibility for such loss, theft, or damage to any such personal property.

HOLD HARMLESS, Release

I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS Marley's Mission, Inc., and John Seeley, any employee thereof, agent, consultant, the Board of Directors of Marley's Mission and its officers, and any others acting on behalf of the aforementioned from any loss, liability, claims, rights for damages, costs or other expenses for any accident or injuries which may occur to me, minor child of whom I have legal custody and adult guests.

ASSUMPTION OF RISK

I hereby acknowledge and agree that all equine (horse-related) activity including: riding, grooming, feeding, obstacle courses, and/or all other equestrian activities are dangerous and involve risk of serious injury and/or death and/or property damage and that the equine activities equestrian are extremely and inherently dangerous and ultra-hazardous. I consciously and voluntarily assume all such risks, dangers and hazards inherent in these activities and assume the same risks for any invitees including minor children of who I have legal custody bring onto Marley’s Mission, Inc. Campus in Lake Ariel, PA.

DAMAGE

I agree to be responsible for all damage caused by me, invited minor children, or anyone utilizing the premises, property or grounds of Marley’s Mission, Inc. with the consent of or at my request.

COSTS OF ENFORCEMENT

I agree to be liable for reasonable attorney’s fees incurred by Marley’s Mission, Inc. and its consultants, employees and agents resulting from my breach of any provision of the Release and Waiver. I further expressly agree that the foregoing release, waiver and indemnity provisions are intended to be as broad and inclusive as is permitted by law.

WARNING

CAUTION: HORSEBACK RIDING CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.

Having read the preceding, I acknowledge my understanding of those risks set forth herein and knowingly agree to accept full responsibility for my exposure to such risks. I acknowledge a full and complete understanding of the limitations of liabilities and waiver of certain rights that I may have and granting of releases contained herein and knowingly consent thereto. This General Release & Waiver will remain in full force and effect unless and until revoked in writing my Marley’s Mission or the participant and/or their legal guardian.

Signed this date the _____ day of _____, 20_____.

Participant: _____

Legal Guardian: _____

Legal Guardian: _____

Marley’s Mission: _____