## **STAT® Inc.** *Ligonier Therapeutic Center* Release of Liability



To be completed by the adult participant, participant's parent, or participant's legal representative

This release of liability is made and entered into on this date, \_\_\_\_\_\_, by and between Southern Tier Alternative Therapies, Inc., hereinafter known as STAT, and staff/participant/volunteer (print name), \_\_\_\_\_\_, hereinafter known as participant, and (if a minor or incompetent adult) participant's parent, legal guardian, or legal representative (print name) \_\_\_\_\_\_. In return for participation in STAT's therapeutic horseback riding activities, special events and fundraisers, the participant, his/her heirs, assigns, and legal representatives hereby expressly agree to the following:

- 1. Participant agrees to assume any and all risks involved in or arising from participant's participation or presence upon the property and facilities, including, without limitation, but not limited to the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
- 2. Participant agrees to hold STAT and all of its successors, assigns, subsidiaries, franchisee, affiliates, officers, directors, employees, agents, and boarders completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of participant's participation and/or presence upon STAT's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct willful and wanton negligence of STAT.
- 3. Participant agrees to waive the protection afforded by any statue or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material, or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
- 4. Participant agrees to indemnify and defend STAT against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney's fees, which in any way arise from participant's participation and/or presence upon STAT's property or facilities.
- 5. This contract is non-assignable and non-transferable and is made and entered into the Commonwealth of Pennsylvania and shall be enforced and interpreted under the laws of this state. Should there be any clause in conflict with State Law, then that clause is null and void. When STAT and participant or participant's parent, legal guardian, or adult caregiver signs this contract, it will then be binding on both parties, subject to the above terms and conditions.

Participant/Parent/ Legal Guardian/Legal Representative

Date

STAT Representative Signature

Date