



GENERAL WAIVER & RELEASE OF LIABILITY

The individual named below (referred to as “I” or “me”) desires to participate in martial arts programs, events, lessons, classes, workshops, competitions, and other activities provided at 901 Morris Road, Blue Bell, PA 19422 and 99 Plymouth Road, Blue Bell, PA 19422 (collectively, the “**Activities**”) by and through the Kindle Hill Foundation (the “**Company**”). As lawful consideration for being permitted by the Company to participate in the Activities, I agree to all of the terms and conditions set forth in this agreement (this “**Agreement**”).

I am aware and understand that martial arts-related activities are inherently dangerous and the Activities involve the risk of serious injury, death, loss, and/or property damage. I understand that such risks can be severe and cannot be eliminated despite the use of safety equipment and procedures without jeopardizing the essential qualities of the Activities. I acknowledge that I am voluntarily participating in the Activities with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of injury, death, loss, or property damage, whether caused by the negligence or gross negligence of the Company or otherwise. I understand that prior to participating in the Activities, I must inspect the facilities and equipment to be used and agree that if at any time I feel unsafe, I will immediately take all precautions to avoid the unsafe area or condition, will discontinue participation in the Activities, and will notify the Company of the unsafe area or condition.

I certify that I am physically fit and have no adverse physical condition that would prevent or inhibit my participation in any Activities. I have informed the Company of any conditions I have that may affect my ability to participate in the Activities and understand and agree that in permitting me to participate in the Activities, the Company has relied on my representation that I am in good health. If at any time I believe that I am unable to participate in the Activities due to physical or medical conditions, I will immediately discontinue participation and will notify the Company of such condition. In the event that emergency medical treatment of me appears to be necessary during any Activity, I consent to such treatment by any local responders or caregivers, if available.

Some of the Activities require close bodily contact that is not designed or intended to have a sexual nature, intent, or context.

I understand that in any activity involving a publicly accessible place and involving other people, there is a risk of exposure to bacteria, viruses, or other communicable diseases (including, without limitation, risks associated with COVID-19), toxins, parasites, or other adverse health factors (collectively, an “**Illness**”). I understand that I must exercise reasonable care to minimize exposing others and notify the Company if I discover I am or was previously contagious with an Illness. I understand I assume the risk of exposure to an Illness when I participate in the Activities.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, successors, assigns and contractors (collectively, “**Releasees**”), on account of any injury, death, loss or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.





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I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, and the costs of enforcing any right of indemnification under this Agreement, and the cost of pursuing any insurance providers, awarded against the Company or any other Releasees in a final non-appealable judgment, arising out or resulting from any claim of a third party as a consequence of my participation in the Activities.

I hereby expressly grant the Company the right to copyright and/or use, reuse, or broadcast and republish videotapes, films, photographs, digital images, audio recordings, and testimonials (collectively, "**Media**") of me or my property, and to put such Media to any use, without limitation or reservation, without compensation, and without my future review or approval of such use. I further relinquish all claims to the use or ownership of such Media. I also acknowledge that I have no right to use any the Company's curriculum, logo, name, documents, worksheets, or Media without the Company's permission.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision in this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any conflict of law provision or rule. Any claim or cause of action under this Agreement must be brought in the Court of Common Pleas of Montgomery County, Pennsylvania.

[Signature Page Follows]

Foundation
Equine Assisted Learning & Therapy





GENERAL WAIVER & RELEASE OF LIABILITY ADDENDUM A

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signature: _____

Print Name: _____

Address: _____

Date: _____

To be completed where the participant is under the age of 18:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signature: _____

Printed Name of Parent or Legal
Guardian: _____

Address: _____

Date: _____

