

Agreement of Sale

This Agreement, dated this _____ is made by and between Eleanor E. Vallone, 941 Perkiomenville Rd., Perkiomenville, PA ("Seller") and _____

Address: _____

_____ Telephone: _____ ("Buyer").

Seller agrees to sell, and Buyer agrees to buy , as of the date below _____
_____ ("horse") for the total purchase price of
_____ (\$_____).

Buyer acknowledges that Buyer has the option to review the condition and health of the horse, including trainer exams, vet exams, farrier exams, etc., all at Buyer's expense, *prior to purchase*, and Buyer agrees to rely upon the findings of these reviews. Seller makes no warranties, expressed or implied, as to the fitness of the horse for Buyer's intended use, validity of registration papers (if any), or as to the health or soundness of the horse. No warranty of merchantability is provided by Seller.

Buyer acknowledges and agrees and fully understands, that when in the presence of horses, there is always a risk of serious personal injury or even death, and damage to property. The reasons for these risks include, but are not limited to, the propensity of a horse to behave in ways that result in injury, harm, or death to riders, handlers, other horses, and nearby persons; the unpredictability of a horse's reaction to sounds, movement and unfamiliar objects, persons or other animals; natural hazards such as surface or subsurface ground conditions and weather; and the riding or handling of a horse in a negligent manner. Buyer, for himself/herself, and his/her heirs, executors and administrators, hereby releases, waives, discharges and agrees not to sue, and to defend and hold harmless, Seller , and any one acting under or for Seller, and her employees, agents, officers, shareholders and representatives, all of whom are collectively referred to as the "Released Parties", from all demands, suits, actions, claims or damages on account of personal injury or death or damage to or loss of property which may result from riding or handling of the horse, regardless of the cause thereof.

Returned checks are subject the following: (1) a \$25 fee; and (2) costs incurred for the recovery of funds, both of which are to be paid by the Buyer to the Seller.

In witness whereof, the parties, intending to be legally bound, hereby have set their hands on the day below written.

Seller: _____ Date: _____

Buyer: _____ Date: _____