

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (the “**Release**”) is entered into between **Equanimity Farms** (the “**Owner**”) and _____ (the “**Participant**”). Owner and Participant shall each be a “**Party**” and shall be collectively referred to as the “**Parties**.”

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION OR PRESENCE AT THIS FARM. THE OWNER NAMED HEREIN DOES NOT GUARANTEE YOUR SAFETY.

WARNING. Under New Hampshire Law (NH RSA 508:19. Liability; Equine Activities) a person engaged in an equine activity is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of such activities.

1. **Release and Waiver of Liability and Indemnity Agreement:** For good and valuable consideration, the Participant (hereinafter “I”, “me” or “my”) for himself or herself and any personal representatives, heirs, and next of kin, hereby agrees to (i) release, discharge, waive, and covenant not to institute or prosecute any lawsuit against Owner and agrees that he or she shall release, indemnify, and hold Owner, Instructor, and any partners, shareholders, managers, officers, directors, agents, employees, and volunteers of Owner (“Released Parties”) harmless from any and all injury, death, claims, damages, expenses, economic, and non-economic losses, and causes of action (collectively “Claims”) arising from (a) my entry onto and any activity on the Property and in any “Horse Area” (defined hereinbelow) in which I enter, and (b) my engaging or participating in any “Horse Activity” (defined hereinbelow).

2. **Size of Horse and Risk of Fall:** A horse is approximately 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse, it will generally be at a distance of 3 to 6 feet. The impact from such a fall may result in serious injury to the rider. If a horse is frightened or provoked, it may revert to its natural survival instincts which may include abruptly stopping, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger.

3. **Activity Risk Classification and Safety Dependent on the Student or Participant:** I understand that horseback riding is as a rugged adventure recreation sport activity. Numerous obvious and non-obvious inherent risks are present in this activity despite all safety precautions.

4. **“Horse Activity” Defined:** The term “Horse Activity” means: mounting, riding, walking, trotting or galloping, dismounting, boarding and feeding a horse, receiving instruction while on a horse or on the ground near a horse, and otherwise handling a horse whether from the ground or mounted on the horse.

5. **“Horse Area(s)” Defined:** The term “Horse Area” and “Horse Areas” are defined as any of the following anywhere on the Property: (a) any barns, stalls, walkways, round pens, training rings, or paddocks; (b) pastures, corrals, arenas or gates; and (c) feed rooms and bins, tack rooms, hay storage areas, and troughs.

6. **Horse Behavior That May Cause Injuries:** Claims from any of the following which occur during a Horse Activity shall also be included in this Release: (a) interaction or collision with another horse on the Property or in any of the Horse Areas, (b) being bucked off, thrown from, falling off or kicked by any horse within any Horse Area, (c) a horse flipping, being spooked, acting unpredictably, or behaving badly whether or not due to my failure to understand an instructor’s directions relating to my riding, or otherwise, (d) my use and control or lack thereof, of the horse I have been assigned to or any other horse in the vicinity of such horse and (e) any horse which jumps, falls or acts in an unsafe manner as a result of thunder, lightning, rain, wind, sudden movements, unfamiliar objects or people, the presence of wild or domestic animals, insects, reptiles (any of which animals may come around or near a horse or person, and which may run, fly near, bite or sting a horse); and (f) irregular footing on groomed or out-of-door ungroomed land or pasture which is subject to constant change resulting from temperature, weather, and natural or manmade changes in landscape. The Participant and his or her parent or legal guardian, if applicable, have inspected all of the Horse Areas and are satisfied that all premises’ conditions are reasonably safe for the Horse Activity and the Participant’s intended purpose, use and presence thereon.

7. **No Representations or Warranties:** I acknowledge that Owner has made no representation as to the safety of any horse, equipment, structure, or riding equipment that may be used on the Property and specifically acknowledges that Owner has notified me of the inherent risk and danger of each Horse Activity, all of which risks are assumed by me. I voluntarily and intentionally execute this Release and agree to its terms.

8. **Rider Responsibility and Effect of Release:** Upon mounting a horse and taking up the reins, the rider is in primary control of the horse. A rider’s safety while on or around a horse will largely depend on his or her ability to control the horse and/or carry out simple instructions. Every rider shall be responsible for his or her own safety. I understand that my safety may also depend on my ability to remain balanced aboard a moving animal. I understand that saddle girths (the fastener around a horse’s belly) may loosen during riding of a horse. If a rider notices this, he or she must alert the Instructor as quickly as possible so action can be taken to avoid slippage of the saddle and a potential fall from the horse.

9. **Warning to Pregnant Women:** I understand that pregnant women should only ride horses upon the advice of and with the consent of their physician.

10. **Effect of Release:** I understand by signing this Release, my rights to recover any damages against the Owner, the Instructor and any other person engaged in any Horse Activity may be limited. These injuries may include injuries to me, my death or damages to others and others' property.

11. **Instructor, Instructions and Inspection of Horse Area:** I understand which Instructor has been assigned to me and I will adhere to the instructions he or she may give me. I understand and agree that the Instructor has made a reasonable and prudent effort to determine my ability to engage in each Horse Activity and has sufficient knowledge of my equine and horse riding ability so as to relieve such Instructor from any continuing duty to monitor my equine ability and allow me to release and hold such Instructor harmless hereunder.

12. **Protective Headgear Warning:** I have been fully warned and advised by Owner and the Instructor that I should purchase and wear protective headgear (equestrian riding helmet) and that the wearing of such headgear at all times during any Horse Activity may prevent or reduce the severity of some head injuries and even prevent death resulting from a fall or other event described above under the definition of "Horse Activity." Any rider of any horse on the Property who is age 16 or under must wear protective headgear.

13. **General Release and Interpretation:** This Release is intended to be a general release and shall be interpreted as broadly and inclusively as possible to fully release and absolve Owner and the Instructor from all liability for any injury, death or damage to the Participant, whether known or unknown, whether or not the risks thereof are disclosed herein, and whether or not arising from the negligence of Owner or the Instructor or any other Released Party. This Release shall bind the Participant, their personal representatives, heirs and next of kin.

14. **Insurance and Injury to Property or Third Parties.** In the event any medical treatment is required, I and/or my own accident/medical insurance company shall pay for all such insured costs and expenses. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability insurance shall pay for such damages.

15. **Safety Instructions and Obligations to Adhere Thereto.** I acknowledge that any person who refuses to adhere to safety instructions or requests from Owner, any Instructor or any third party to discontinue unsafe behavior will be asked to leave the Property and will do so immediately.

16. **Applicable Law, Original Signatures:** New Hampshire law shall apply to this Release. Original signatures are required.

Participant's Signature: _____

Name (printed): _____

Date: _____

Primary number: _____

Emergency contact name: _____

Emergency number: _____

Insurance company: _____

Policy number: _____

17. **Signature by an Adult Guardian:** If this Release is being executed on behalf of a minor, the person signing on the minor's behalf represents that he or she has read and understands all of the representations made herein on behalf of the Participant. The undersigned is the lawful guardian of the Participant, the person for whom they are signing. Complete by signing the name of the minor above and the guardian below.

Signature of adult guardian: _____

Printed Name: _____

Relationship to minor: _____

Full address for the above person(s): _____

Home phone number: _____

Cell phone number: _____