



NZN Horsemanship LLC, DBA Gelinas Farm
471 4th Range Road
Pembroke, NH 03275

Release of Liability and Waiver of Rights Agreement

This Agreement is entered into on this date, _____, 20_____, between NZN Horsemanship LLC, DBA Gelinas Farm (hereafter referred to as "Gelinas Farm") and _____(hereafter referred to as "Participant").

Participant Name: _____ Phone: _____

E-mail: _____

Address: _____

Emergency Contact Name/Phone: _____

If Participant is a minor, state name of parents and/or legal guardians executing release:

Phone and Address of parent and/or legal guardian of minor if different from minor:

- 1) The term "Gelinas Farm" includes NZN Horsemanship LLC, its owners, agents, subcontractors, volunteers, staff, successors and assigns, and any other individual or entity affiliated with Gelinas Farm or conducting business at the behest of or for the benefit of Gelinas Farm and/or its owners, including but not limited to individuals or entities providing equine facilities, livestock, horses, and/or equipment for use by NZN Horsemanship LLC, DBA Gelinas Farm and its clients.
- 2) The term "Participant" refers to either the adult entering this Agreement on his or her own behalf, or both the minor child and the parent or legal guardian entering this Agreement on behalf of the minor child, and any heirs, executors, assigns, and representatives of the aforementioned parties. By entering into this Agreement, the signatory agrees that he or she has the requisite legal authority to enter into this Agreement and is entering this Agreement knowingly and voluntarily.
- 4) By entering into this Agreement, the Participant indicates an intent to receive instruction in horsemanship and/or stockmanship from Gelinas Farm, and/or to participate in other equine activities, and to utilize facilities, equipment, horses, and/or livestock provided by Gelinas Farm and/or associates of Gelinas Farm.
- 5) In return, the Participant agrees to assume the risks associated with observing or engaging in equestrian activities. *See N.H.R.S.A. § 508:19.* Further, the Participant agrees to hold Gelinas Farm harmless and to waive all rights as to any claim or legal cause of action and to defend, release from liability, and indemnify Gelinas Farm with respect to all claims and causes of action including but not limited to claims alleging any type of negligence on the part of Gelinas Farm.
- 6) The Participant recognizes that working with horses, livestock, and equine facilities and/or equipment are inherently dangerous activities that may lead to serious injury, loss, or death and that Gelinas Farm makes no representation or warranty about the safety of handling any horse, livestock, or utilizing equine facilities and equipment.



- 7) Engaging in equine activities is inherently dangerous due to the “propensity of horses to behave in ways that may result in injury, harm, or death or persons on or around them.” *N.H.R.S.A.* § 508:19, I (f). The Participant understands that even well-trained, gentle horses may spook, bolt, pull back, buck, rear, kick, bite, stumble and fall, or engage in other behavior that causes injury or accident to the Participant. The Participant understands that livestock may also behave in dangerous ways, including but not limited to charging, stampeding, and kicking. The Participant understands that other riders may fail to control their horses or may ride in a negligent manner, thereby endangering the Participant.
- 8) Gelinas Farm is under no obligation to provide the Participant with safety equipment of any kind and no warranty is made as to the condition or quality of any equipment provided. It is recommended that participants wear full-heeled riding boots and an ASTM/SEI certified riding helmet that is in good condition.
- 9) The Participant acknowledges that working with horses and/or livestock with Gelinas Farm includes but may not be limited to groundwork and/or riding in an arena, a round pen, trails, fields, private land, public land, and public ways/roads. The Participant recognizes that Gelinas Farm makes no guarantee as to the safety or maintenance of any area used or visited during the course of instruction, and the Participant assumes any and all risk related to the use of these areas.
- 10) To the extent that the Participant provides the horse to be used during instruction, the Participant agrees to hold Gelinas Farm harmless and to waive all rights as to any claim or legal cause of action and to release from liability, defend, and indemnify Gelinas Farm with respect to all claims and causes of action including but not limited to claims alleging negligence on the part of Gelinas Farm, including but not limited to ordinary negligence, and to assume all risk related to the use of the horse should the horse fall ill, be injured, or die. If a Participant uses a horse for instruction or for practice that is not owned by Gelinas Farm, the protections of this Release and waiver of liability shall extend fully to the owner of the horse with regard to the horse and any equipment used.
- 11) By signing this Agreement, the Participant agrees to assume any and all risks associated with engaging in equine activities with Gelinas Farm. *See N.H.R.S.A.* § 508:19. The Participant agrees that he or she does not have any health conditions or other physical and/or mental condition(s) that prevents the Participant from engaging in activities with Gelinas Farm in a responsible and independent manner. Furthermore, the participant understands it is their duty to determine the range of their ability to engage in equine activities and agrees to act within the limits of their own abilities. The Participant acknowledges that Gelinas Farm makes no warranty or statement about the suitability of the experience or skills of the Participant by providing instruction. The participant also acknowledges that Gelinas Farm makes no warranty or statement about the safety or suitability of any horse used or ridden by the Participant.
- 12) The Participant grants Gelinas Farm full authority to make medical decisions on the behalf of the Participant if the Participant falls ill or is injured and/or incapacitated. The Participant agrees to hold Gelinas Farm harmless for any injuries, losses, or death related to decisions made by Gelinas Farm. The Participant assumes all costs associated with medical care.
- 13) By entering into this Agreement, the Participant also waives his or her rights with regard to bringing any unknown claim(s) and/or legal actions against Gelinas Farm, including but not limited to actions and claims that predate this agreement.
- 14) If any provision of this Agreement or the application of any portion of this Agreement is determined to be legally invalid, the remainder of the Agreement will remain in effect and the invalid provision shall be severed.



15) The extent of the Agreement between the parties is enumerated in this document, and any modification must be enumerated in writing and signed by Gelinas Farm. This Agreement remains in effect unless the Participant revokes it in writing and delivers said writing to Gelinas Farm.

16) This Agreement shall be governed by the laws of the State of New Hampshire and any legal action related to this Agreement must be brought in Merrimack County, New Hampshire.

17) If the Participant damages Gelinas Farm's property through willful, negligent, or reckless action, the Participant shall be responsible for all associated costs.

18) In the event the Participant or representatives of the Participant bring a legal action against Gelinas Farm and Gelinas Farm prevails, Gelinas Farm shall be entitled to immediate payment of any and all expenses related to defending the claim, including but not limited to attorney's fees, retainers, expert witness fees, travel expenses, court costs, transcription costs, and any other cost directly or indirectly incurred as a result of either defending the claim and/or filing a countersuit.

Participant Signature: _____

Date: _____, 20_____

Parent/ Legal Guardian Signature, if minor: _____

Date: _____, 20_____