

HIGH MEADOWS FARMS HORSEBACK RIDING, LLC

RIDERS WAIVER AND RELEASE

--READ BEFORE SIGNING--

Please print name of rider: \_\_\_\_\_

In consideration for being permitted by High Meadows Farms Horseback Riding, LLC ("HMFHR") to ride one or more horses that I own, or has been lent to me at HMFHR, 975 Beach Pond Road, Wolfeboro, NH or One Hundred Acre Farm, Route 109, Moultonborough, NH and the surrounding areas (with their associated areas and facilities each referred to, respectively, as the "Stables" and the "Farm"), I agree on behalf of myself and my personal representatives, heirs and next of kin as follows:

1. Assumption of Risk. I recognize that viewing, riding, handling, mounting, walking, and feeding my horse(s) ("Equestrian Activities") are dangerous and involve a high degree of risk, including injury, death, and the unavailability of emergency medical care. I assume such risk, and I further acknowledge and understand that the behavior and temperament of horses is unpredictable and that there are inherent risks in Equestrian Activities that cannot be eliminated, including: the propensity of equines to behave in ways (such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on) that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reactions to such things as sounds, sudden movement, and familiar and unfamiliar objects, persons, or other animals; certain hazards related to the surface and subsurface of areas where Equestrian Activities occur; collisions with other equines; injury to, or illness or death of, any equines that I may bring onto the Premises; collisions with objects, including, but not limited to, the ground and objects on the ground, jumps, fences, buildings, farm implements, automobiles, trees, and other natural and unnatural objects located directly in or accessible to the area where Equestrian Activities occur; and the potential for me or others participating in Equestrian Activities to act in a manner that may cause or contribute to injury, harm, or death to myself or others, for example by failing to maintain control over the animal or failing to act safely within one's own ability.

2. I Assume Full Responsibility. I assume full responsibility for any activities in which I engage in while at the Stables or Farm. I understand that under New Hampshire law, I have the sole responsibility for knowing the range of my ability to manage, care for, and control my horse or perform an equine activities, and it is my duty to act within the limits of my own ability, to maintain reasonable control of my horse at all times while participating in the Equestrian Activities, to heed all posted warnings, and to refrain from acting in a manner that may cause or contribute to the injury of any person. I ASSUME ALL RISKS ASSOCIATED WITH EQUESTRIAN ACTIVITIES. I EVEN ASSUME RISKS THAT MAY ARISE FROM THE NEGLIGENCE OF: HMFHR, the owners of the Farm and the Stables, any other persons or entities that own, lease, rent, or control the Farm, Stables, or any of the horses or property on those Premises ("Releasees").

**WARNING: UNDER NEW HAMPSHIRE LAW, AN EQUINE ACTIVITY SPONSOR, AN EQUINE PROFESSIONAL, AND ANY OTHER PERSON ENGAGED IN AN EQUINE ACTIVITY, WILL NOT BE LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. RSA 508:19.**

3. Compliance with Rules. I agree to abide by all rules and regulations established by HMFHR and acknowledge that HMFHR has provided me with a copy of or posted such rules and regulations in a clearly visible and prominent location and that I have reviewed them prior to signing this Release.

4. Use of Personal Horse. I agree that any horse of my own that I ride at the Stables or Farm shall be free from infection and contagious disease. I agree that HMFHR may refuse to allow me to ride my horse if, in HMFHR's sole and absolute discretion, HMFHR deems said horse not to be in proper health, or otherwise dangerous or undesirable.

5. Use of Proper Footwear and Head-gear. I agree that any time I ride I will wear heeled footwear and an ASTM/SEI certified riding helmet in order to reduce injuries that could arise from an accident while riding.

6. Medical Condition, Insurance and Consent to Treatment. I do not have any physical condition or limitation that would prevent me from participating in Equestrian Activities. I acknowledge and understand that HMFHR strongly recommends that I not participate in Equestrian Activities unless I have medical insurance sufficient to cover both minor and serious bodily injuries arising from Equestrian Activities and that I also have disability insurance. I consent to receive any and all medical treatment that may be deemed advisable by HMFHR, in HMFHR's sole judgment, in the event of injury, illness or accident. HMFHR may rely on the information I provide on the Medical Information Form, attached to this Release.

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7. Release and Covenant Not to Sue and Indemnification. I release Releasees and I AGREE NOT TO SUE ANY RELEASEES for any loss, injury, or death to my person or property, including the horses in any way arising in connection with my participation in Equestrian Activities or my presence at the Stables or Farm or for any other purpose.

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I AGREE TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS THE RELEASEES, AND EACH OF THEM, FROM ANY LOSS, LIABILITY, DAMAGE OR COST THAT MIGHT BE SUSTAINED BY ME, A HORSE, ANY THIRD PARTY OR PARTIES, OR THE PROPERTY OF ME OR ANY OTHER PERSON, IN CONNECTION WITH MY PARTICIPATION IN EQUESTRIAN ACTIVITIES OR MY PRESENCE AT THE STABLES OR FARM FOR ANY OTHER PURPOSE, WHETHER OR NOT SUCH LOSS OR INJURY IS CAUSED BY THE NEGLIGENCE OF ANY RELEASEES.

8. Choice of Law; Jurisdiction and Venue. This Release shall be governed by New Hampshire law. I agree to submit to personal jurisdiction within the State of New Hampshire and further agree that the exclusive venue for resolving disputes arising in connection with this Release shall be in state or federal court in the State of New Hampshire.

9. Modification of Waiver and Release of Liability. Any modification of this Release or additional obligation assumed by me or the Releasees will be binding only if in writing signed by each party or his, her or its authorized representative.

10. Severability. The invalidity of any portion of this Release shall not affect the validity of any other provision in this Release. In the event that any provision of this Release is held to be invalid, the remaining provisions will continue in full force and effect.

11. Costs and Attorneys' Fees. In the event that any costs are incurred to enforce any covenant contained in this Release, I agree to pay such costs, including reasonable attorneys' fees.

12. I agree that "HMFHR" includes any and all of HMFHR's owners, employees, agents, and volunteers, any business entity that Susan Ballentine has any ownership stake in or for which she serves as a director, officer, or manager, and any trust of which she is a trustee or beneficiary and her successions and assigns.

I have read this Rider Waiver and Release, I fully understand its terms, understand that I may have given up substantial rights by signing it, and I sign it freely and voluntarily.

X \_\_\_\_\_

\_\_\_\_\_

(Rider's Signature)

Witness

\_\_\_\_\_

(Rider's Name - Please Print)

DATE: \_\_\_\_\_

\_\_\_\_\_

Riders's Address

Rider's phone number: \_\_\_\_\_

**FOR RIDERS (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for the rider identified below, do consent and agree to his/her release as provided above of all the Releasees, and each of them. For myself, my heirs, assigns, and next of kin, I AGREE to all the above provisions and AGREE to assume all obligations of this Release on my minor child's behalf. I release, and agree to indemnify and hold harmless, the Releasees, and any of them, from any and all liabilities incident to my minor child's observation, involvement, or participation in Equestrian Activities or otherwise arising in connection with my minor

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child's presence on the Premises, as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR ANY OF THEM.

PARENT/GUARDIAN:

X \_\_\_\_\_

\_\_\_\_\_

(Parent's/Guardian's Signature)

Witness

\_\_\_\_\_

Please Print Name of Parent or Guardian

DATE: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_