

PRINT NAME OF PARTICIPANT: _____

RELEASE AND INDEMNIFICATION

(CLINICS, LESSONS, SCHOOLING, AND HACKING)

This release and indemnification is made by and between the undersigned participant (the "Participant"), if the Participant is a minor the Participant's parents (the "Participant's Parents") (references in this Release and indemnification to the Participant's Parents shall apply only if the Participant is a minor) and any and all persons and parties now or hereafter having any interest in the business known as Echo Ridge Farm, LLC together with any and all employees, servants and agents; any and all owners, sponsors, judges, instructors, volunteers, coordinators, officials, benefactors; any and all persons having any interest in the land known as and located at 22 Cartland Road, Lee, NH or which Echo Ridge Farm otherwise has the right to utilize from time to time (collectively, the "Property"); and any other individual or entity having any connection with or relation to Echo Ridge Farm or any of the foregoing (collectively "ERF"). ERF is in the business of providing boarding and training for horses and instruction and training in the discipline of horseback riding and horsemanship for individuals and owns, leases, cares for, trains and/or maintains certain horses at ERF and permits certain horses to enter and be ridden upon the Property (the "Horses"). In addition, ERF permits individuals to ride on and school at (including jumping cross-country jumps and other obstacles) the Property. As used herein, the word "horse" shall include horses and ponies of every kind. The Participant wishes to ride and/or work with one or more of the Horses at ERF and/or at such other places as ERF conducts its activities, including but not limited to horse shows, clinics, schooling sessions and the like conducted on or off of the premises. **ERF will not permit the Participant to work with or ride any horse on the Property without the execution of this release and indemnification, which is of material significance to ERF.** The Participant (and the Participant's Parents) hereby acknowledges and agrees that the activities contemplated hereby are "equine activities," that ERF is an "equine professional" and/or an "equine activity sponsor," and the Participant is a "participant" all as defined by New Hampshire General Laws RSA 508:19.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant (and the Participant's Parents) agrees as follows:

1. Inherent Risks. The Participant (and the Participant's Parents) acknowledges and understands that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of equine activities, including but not limited to the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions and subsurface conditions; collisions with other horses and objects; and, the potential of the Participant to act in a negligent manner that may contribute to injury to himself or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. Despite these inherent risks, the Participant has chosen to ride and work with and around the Horses (the "Activities") (and the Participant's Parents have agreed to allow the Participant to engage in the Activities).

2. Participant's Representations. The Participant (and the Participant's Parents) hereby warrants and represents that the information contained on the attached Participant Information sheet is true and accurate in all respects and that the Participant is competent and capable of safely working around and riding the horse he or she intends to utilize. If the Participant is riding or working with any horse owned or provided by ERF, the Participant (and the Participant's Parents) further warrants and represents that: (a) the Participant (and the Participant's Parents) has been familiarized with the horse with which the Participant is working and/or riding, including but not limited to the characteristics of the particular horse and its suitability to participate in equine activities; (b) the Participant (and the Participant's Parents) has been given the opportunity to inspect, observe and ask questions about such horse; and (c) the Participant (and the Participant's Parents) has voluntarily chosen, and desires that the Participant be permitted, to ride such horse. The Participant (and the Participant's Parents) acknowledges that ERF has relied and may continue to rely on such representations.

3. Instructions and Authorization. The Participant (and the Participant's Parents) agrees to follow the instructions of ERF at all times and not to undertake any activity which ERF has not specifically authorized. In no event shall ERF be held liable for any injury to or death of the Participant (or the Participant's Parents) due to the Participant's (or the Participant's Parents) non-compliance with the instructions of ERF or the Participant's (or the Participant's Parent's) actions which have not been specifically authorized by ERF in each instance.

4. Equipment. The Participant shall be responsible for providing all equipment necessary for engaging in the Activities. The Participant (and the Participant's Parents) acknowledges and understands that the equipment used in connection with the Activities is given to wear and tear. The Participant (and the Participant's Parents) agrees to use the utmost care at all times while at ERF and to carefully inspect all equipment for evidence of defects or breakage. In the event that the Participant (or the Participant's Parents) locates any defects or breakage in any equipment owned or utilized by ERF, he or she shall immediately notify ERF. ERF has not undertaken to inspect any equipment and it shall be the Participant's (and the Participant's Parents) sole responsibility to check all equipment before using it. In no event shall ERF be held liable for any injury to or death of the Participant (or the Participant's Parents), or the horse owned or utilized by the Participant, caused by any defect in any equipment, whether or not such equipment is owned, utilized and/or provided by ERF.

5. Helmets. The Participant (and the Participant's Parents) hereby acknowledges that he or she has been warned of the dangers involved in failing to wear protective headgear and that ERF **REQUIRES** all individuals to wear ASTM-SEI approved protective headgear at all times when mounted. The Participant (and the Participant's Parents) hereby specifically remises, releases and forever discharges and by this Agreement does for him or herself and his or her heirs, executors and administrators, remise, release and forever discharge ERF of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant resulting from the failure of the Participant to wear protective headgear, properly fitted and secured.

6. Condition of the Land. The Participant (and the Participant's Parents) understands and acknowledges that the Participant may be working in the stable area as well as in the arenas, fields, pastures, trails and other land located at ERF or which ERF has permission to use (collectively, the "Land") and that the Land presents certain hazards of which ERF may be or should be aware. The Participant (and the Participant's Parents) specifically agrees to hold ERF harmless from any injury or death arising from the conditions of the Land. ERF has not undertaken to inspect ERF for hazards which may exist on the Land and has not undertaken to warn the Participant (or the Participant's Parents) of any hazards which may exist

on the Land. It shall be the Participant's (and the Participant's Parents) sole responsibility to carefully inspect the Land for any hazards prior to undertaking any activity.

7. Release. The Participant (and the Participant's Parents) agrees that he or she shall not hold ERF liable for any injury to or death of the Participant (or the Participant's Parents) resulting from or related to his or her involvement in equine activities and/or the Activities. The Participant (and the Participant's Parents) hereby remises, releases and forever discharges ERF for him or herself and his or her heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant (or the Participant's Parents) caused by or in any manner related to equine activities and/or the Activities.

8. Indemnification. The Participant (and the Participant's Parents, jointly and severally) further indemnifies, agrees to defend with counsel acceptable to ERF and holds ERF harmless for any injury or damage caused by the Participant or the horse owned or utilize by the Participant (or by the Participant's Parents) to any person, property of any person or ERF, including but not limited to damage or injury to any person, the Horses, any other horses which may be at ERF from time to time, and any personal or real property.

9. Acknowledgment of Warnings. The Participant (and Participant's Parents) hereby acknowledges that he or she has been warned about the risks related to equine activities and the Activities. The Participant (and the Participant's Parents) has had the opportunity to ask questions of ERF and is satisfied that he or she understands the risks involved in equine activities and the Activities. By his or her execution of this Release and Indemnification, the Participant (and the Participant's Parents) agrees to be bound by and comply with the terms hereof and acknowledges that he or she wishes to engage in equine activities despite the risks and potential dangers involved. The Participant (and the Participant's Parents) has not relied on any representations, statements or warranties of ERF other than those specifically set forth herein.

10. Consent to Emergency Medical Care. In the case of any injury to the Participant (or the Participant's Parents) while on ERF and/or riding the Horses, the Participant (and the Participant's Parents) hereby authorizes ERF and any agent, employee and/or partner thereof, to seek medical care and attention for the him or her, including but not limited to arranging for an ambulance to take the Participant (or the Participant's Parents) to any medical care facility, transporting the Participant (or the Participant's Parents) to any medical care facility and consenting to treatment, medication and/or surgery for the Participant (or the Participant's Parents). The Participant (and the Participant's Parents) acknowledges that he or she shall be solely responsible (or, in the case of a minor, that the Participant and the Participant's Parents shall be jointly and severally responsible) for the payment of any medical costs and expenses incurred on behalf of the Participant (or the Participant's Parents) and hereby indemnifies and agrees to hold harmless ERF for any costs incurred by it on behalf of the Participant (or the Participant's Parents).

11. Emergency Veterinary Care. In the event of any injury to or illness of the horse owned, leased, or utilized by the Participant at any time while at the Property, the Participant (and the Participant's Parents) hereby authorizes ERF to undertake any veterinary care it may deem necessary or advisable under the circumstances, including but not limited to: providing emergency first aid and care to the Participant's horse, contacting a veterinarian, transporting the Participant's horse to any veterinary hospital or clinic, consenting to surgery, medication or any other procedure deemed necessary or advisable by ERF under the circumstances. The Participant (and the Participant's Parents) hereby acknowledges that he or she shall be solely responsible (or, in the case of a minor, that the Participant and the Participant's Parents shall be jointly and severally responsible) for the costs of any such care, medication, services, advice and the like related to veterinary care for the Participant's horse and agrees to indemnify and hold ERF harmless from and against any costs incurred by it for the benefit of the Participant's horse. In addition, the Participant (and the Participant's Parents) hereby releases ERF from and against any and all liability for any injury or damage to the Participant's horse caused by ERF's failure to take any action or election to pursue any course of action which ERF deemed reasonable under the circumstances given the facts known to it at the time such decision was made.

12. Waiver of Consortium Claims. If the Participant is a married person, the undersigned spouse by the execution hereof, remises, releases and forever discharges for him or herself and his or her heirs, executors and administrators, ERF of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Rider, including but not limited to actions for loss of consortium.

13. Licensing and Insurance - Instructors Only. If the Participant is instructing, schooling, coaching, or otherwise assisting any other person on the Property, the Participant hereby represents and warrants that he or she is duly licensed and that he or she carries insurance naming ERF as an additional insured. The Participant further represents and warrants that he or she has the qualifications and training necessary to safely instruct and train students in the discipline of Eventing and while jumping obstacles of the type and nature at ERF. **Note: You must, annually, attach a copy of your Insurance Policy naming "ERF" as an additional insured.**

14. Miscellaneous. This Agreement is a New Hampshire contract and shall be interpreted and construed in accordance with the laws of The State of New Hampshire, without regard to conflicts of laws principals. The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. The parties intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

Executed as an instrument under seal, as of the _____ day of _____, 200_

Participant's Signature: _____

Participant's Printed Name: _____

Spouse's Signature: _____

Spouse's Printed Name: _____

IF PARTICIPANT IS UNDER 18, BOTH PARENTS MUST SIGN BELOW:

Parents' Signatures: _____

Participant's Parents' Printed Names: _____

WARNING

UNDER NEW HAMPSHIRE LAW, A PARTICIPANT IN EQUINE ACTIVITIES ASSUMES THE RISK OF ANY INJURY, HARM, DAMAGE, OR DEATH AND ANY LEGAL RESPONSIBILITY THAT MAY OCCUR TO PARTICIPANT RESULTING FROM THE INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES

PURSUANT TO R.S.A. 508:19, EQUINE PROFESSIONALS ARE NOT LIABLE FOR DAMAGES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES

PARTICIPANT INFORMATION (*Please print legibly*)

NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER(S): (DAY) _____

(EVE) _____

(CELL) _____

INSTRUCTOR'S NAME: _____

PHONE NUMBER: _____

HEALTH INSURANCE PROVIDER: _____

POLICY NUMBER: _____

<u>CONTACT IN CASE OF EMERGENCY</u>	<u>ALTERNATIVE CONTACT</u>
Name:	Name:
Relationship:	Relationship:
Address:	Address:
Home Phone:	Home Phone:
Work Phone:	Work Phone:
Cell Phone:	Cell Phone:

Describe your experience with horses, including years riding, discipline and frequency:

State any information that you would want us to supply to a medical professional treating you in an emergency:

Name of physician (optional): _____

Phone Number: _____

HORSE INFORMATION (if applicable):

Registered Name: _____

Stable Name: _____

Owner's Name, Address and Phone Number:

Breed _____ Sex _____ Age _____ Height _____

Allergies: _____

Other notable characteristics or requirements:

Insurance Agent Name & Number (optional) _____

Policy Number _____

Type of Coverage(s): _____

*Echo Ridge Farm LLC
22 Cartland Road
Lee, NH 03824
Phone: 603-664-1028
www.echoridgefarm.com*