

ONE ABOVE



FARM

Lesson Packet

- Waiver
- Medical Form
- Stable Rules
- Arena Rules
- Rate Sheet

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203-249-1098

**HOLD HARMLESS AGREEMENT
LIABILITY WAIVER AND RELEASE
(STUDENTS & SHOW PARTICIPANTS)**

This HOLD HARMLESS AGREEMENT, LIABILITY WAIVER AND RELEASE (hereafter the "AGREEMENT") is made and entered into as of the date last signed below, by and between One Above Farm, LLC (hereafter called the "MANAGER"), and _____ hereinafter called the "PARTICIPANT," and if Participant is a minor, Participant's parent or guardian, _____ (together called "PARTICIPANT"). Manager and its parents, successors, assigns, subsidiaries, affiliates, officers, owners, directors, employees and agents, and facilities on which same operate are hereafter collectively and individually called the "STABLE."

In consideration of a \$10.00 discount from the Stable's charges, and other good and valuable consideration from the Stable to the Participant, receipt of which is hereby acknowledged, the Participant hereby expressly agrees to the following:

1. Participant acknowledges that being present at a facility, including the Stable's facilities, where horses and/or other animals are present, and the acts of riding, caring for, working, spectating, observing, or even simply being in close proximity to, horses and/or other animals (hereafter called "Equestrian Activities") are activities carrying significant known and unknown risks. Participant acknowledges that these risks, whether ever-present or spontaneous, observable or unobservable, can result in serious bodily injury and/or death to the Participant, his/her animal(s) or both, and cannot be eliminated by any reasonable action of the Stable.

2. The Participant acknowledges, in the absence of this Agreement, Conn. Gen. Stat. § 52-557p provides that:

Each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by the negligence of the person providing the horse or horses to the individual engaged in recreational equestrian activities or the failure to guard or warn against a dangerous condition, use, structure or activity by the person providing the horse or horses or his agents or employees.

3. The Participant agrees that the provisions of this Agreement in which the Participant assumes all risks of and legal responsibility for engaging in Equestrian Activities, and in which the Participant waives and releases the Stable from certain types of liability, are to be interpreted as broadly as possible, and are intended by the Participant and the Stable to extend liability limitations to the Stable beyond those provided in Conn. Gen. Stat. § 52-557p and/or any other applicable statute. The Participant agrees that hazards inherent in equestrian sports include, but are not limited to, the following: equines and other animals behaving with or without warning in ways such as bolting, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, charging, throwing, falling or stepping on a person or object, that may result in injury or death to persons on or around them; the unpredictability of equines' and other animals' reaction to such things as sounds, movement, objects, persons and/or other animals; being matched with horses, tack, and/or equipment not suited to the Participant's abilities and/or skill level; hazards such as unsuitable ground surface, subsurface and environmental conditions, and equipment failure; collisions with vehicles, stationary objects and/or other animals; limited availability of emergency medical or veterinary care; and/or the negligence of a participant, the Stable, and/or a third party including, but not limited to the failure to guard or warn against a dangerous condition, use, structure or activity, that may cause or contribute to injury or death to the Participant, or damage to the Participant's property.

4. Each and all of the risks and hazards inherent in equestrian sports, including without limitation each of those stated in Paragraph 3 above, are considered, are agreed to be, and are hereafter called, "HAZARDS INHERENT IN EQUESTRIAN SPORTS."

5. EXCEPT AS SPECIFICALLY EXCLUDED HEREIN, PARTICIPANT AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN, OR DIRECTLY OR INDIRECTLY ARISING FROM, THE PARTICIPANT'S USE OF, OR PRESENCE UPON, STABLE'S AND/OR THE LANDOWNER'S PROPERTY AND FACILITIES, INCLUDING WITHOUT LIMITATION THE RISKS OF DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE

Participant's initials _____

Manager's initials _____

RESULTING FROM THE HAZARDS INHERENT IN EQUESTRIAN SPORTS INCLUDING THE RISK OF THE STABLE'S ORDINARY NEGLIGENCE.

6. PARTICIPANT WAIVES, RELEASES, AND AGREES TO INDEMNIFY AND DEFEND THE STABLE AGAINST, AND HOLD STABLE HARMLESS FROM, ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, COSTS OR EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES, WHICH IN ANY WAY DIRECTLY AND/OR INDIRECTLY ARISE FROM THE PARTICIPANT'S USE OF, OR PRESENCE UPON, THE STABLE'S PROPERTY OR FACILITIES AND/OR FROM THE RISKS OF DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE RESULTING FROM THE HAZARDS INHERENT IN EQUESTRIAN SPORTS, INCLUDING THE RISK OF THE STABLE'S ORDINARY NEGLIGENCE, AND AGREES TO PAY ANY/ALL LEGAL FEES AND EXPENSES INCURRED BY THE STABLE IN DEFENSE OF SUCH CLAIMS.

7. PARTICIPANT FURTHER AGREES NOT TO SUE THE STABLE ON ACCOUNT OF OR IN CONNECTION WITH ANY CLAIMS, CAUSES OF ACTION, INJURIES, DAMAGES, COST OR EXPENSES ARISING OUT OF PARTICIPANT'S USE OF OR PRESENCE UPON STABLE'S PROPERTY AND/OR FACILITIES, INCLUDING WITHOUT LIMITATION, THOSE BASED ON DEATH, BODILY INJURY, PROPERTY DAMAGE, ECONOMIC, NON-ECONOMIC AND/OR CONSEQUENTIAL DAMAGES RESULTING FROM THE HAZARDS INHERENT IN EQUESTRIAN SPORTS, INCLUDING THE RISK OF THE STABLE'S ORDINARY NEGLIGENCE.

8. It shall be the Participant's express and exclusive duty and obligation to, and the Participant agrees that he/she must and shall:

- a) maintain insurance in an amount of no less than one million dollars (\$1,000,000.00) per incident, which shall cover liability to others, and insurance covering medical expenses and personal injury to the Participant;
- b) obtain, learn, follow, and abide by, all of Stable's rules and regulations as may be amended by the Manager from time to time;
- c) continually assess to the Participant's satisfaction the safety and soundness of all animals, equipment, facilities, policies and procedures at the Stable's facilities, and to immediately notify the Manager in the event any unsafe or unsound condition is observed;
- d) take appropriate precautions as if each animal with which Participant comes in contact at the Stable has the vice and propensity to behave with or without warning in ways such as bolting, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, charging, throwing, falling or stepping on a person or object, and to react unpredictably and wildly to such things as sounds, movement, objects, persons and/or other animals;
- e) to the greatest extent reasonable under the circumstances, personally assess each animal the Participant rides, works, tacks up, handles, and/or approaches (including any provided by the Stable), to ensure that each said animal is suitable and safe for the Participant's activities, abilities and skill level; and
- f) personally ensure that all animals, tack and equipment used by Participant (including any provided by the Stable), shall be in proper physical condition, properly fitted, properly adjusted, and properly matched to the Participant's abilities and skill level, so as to be suitably and safely used by the Participant.

9. Participant agrees to waive the protection afforded by any statute or law the purpose, substance and/or effect of which is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

Participant's initials _____

Manager's initials _____

10. Participant and Stable each warrant that they have had the opportunity to negotiate each of the terms of this Agreement, and to consult with their own counsel over the drafting of this Agreement, and that both parties shall be considered the drafter for purposes of interpreting this Agreement.

11. This Agreement shall be interpreted pursuant to the laws of the State of Connecticut without regard to any conflicts of law provisions. If any term or provision of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. Exclusive jurisdiction for deciding any and all claims, demands or causes of action premised upon, stemming from, or related to this Agreement and/or any conduct addressed by this Agreement, and/or any damages or injuries alleged to have resulted from any such conduct, shall be in the courts of the State of Connecticut.

12. The provisions of this Agreement shall be binding on the heirs, executors, administrators and assigns of the Parties in like manner as on the original Parties, unless modified in writing by mutual agreement of the Parties.

13. The Participant shall have no power to assign or transfer this Agreement nor any right or obligation hereunder, and any attempt to so assign or transfer shall be void and of no legal effect. This Agreement, and each of the rights and obligations hereunder may be freely assigned and/or transferred by the Stable.

14. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. This Agreement may be incorporated into other agreements, but no other agreement may be incorporated into, nor change the terms, conditions or warranties of this Agreement.

MY SIGNATURE BELOW INDICATES THAT I HAVE HAD THE OPPORTUNITY TO CONSULT MY OWN LEGAL COUNSEL AND TO NEGOTIATE THE TERMS OF THIS AGREEMENT, I HAVE READ THIS ENTIRE AGREEMENT, I UNDERSTAND THE TERMS COMPLETELY AS WRITTEN, I UNDERSTAND I AM GIVING UP CERTAIN LEGAL RIGHTS, AND I AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT IN THEIR ENTIRETY.

Date Received by Participant _____ _____ Signature of Participant on Date Received
Date Agreed/Consideration Received _____ _____ Signature of Participant on Date Agreed

Agreed by One Above Farm, LLC _____ _____, Member Date: _____
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_____ Print Name of Parent or Guardian	_____ Print Name of Parent or Guardian
_____ Address	_____ Address
_____ Signature of Parent or Guardian	_____ Signature of Parent or Guardian
_____ Date	_____ Date

EMERGENCY MEDICAL RELEASE FORM (ADULT)

NAME: _____ **DOB** _____

<p style="text-align: center;"><u>Participant</u></p> Name: _____ Date of Birth: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Alt. Phone: _____	<p style="text-align: center;"><u>Parent or Legal Guardian (if applicable)</u></p> Name: _____ Date of Birth: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Alt. Phone: _____
<p style="text-align: center;"><u>Emergency Contact Information</u></p> Name: _____ phone: _____ Alt. Name: _____ phone: _____ Doctor: _____ phone: _____ Alt. Doctor: _____ phone: _____	<p style="text-align: center;"><u>Medical Insurance</u></p> Insurance Company: _____ Policy Holder Name: _____ Policy #: _____ Member #: _____ ATTACH COPY OF YOUR INSURANCE CARD, FRONT AND BACK, TO EXPEDITE MEDICAL TREATMENT

MEDICAL HISTORY OF PARTICIPANT

Allergies: _____ Contact Lenses: _____
Date of Last Tetanus Shot: _____ Medications Taken: _____
Other (including relevant injuries and medical conditions): _____

_____ (use reverse if needed).

RELEASE BY ADULT PARTICIPANT FOR MEDICAL TREATMENT

If emergency medical care is required for myself and if neither I, nor an accompanying spouse or adult relative, is able to convey authority to administer such treatment in a timely manner, I hereby waive my right of informed consent and unconditionally grant One Above Farm, LLC, and its owners, officers, employees, agents and assigns (together, the "Stable") complete and unquestioned authority to summon and authorize the administration of emergency medical care as deemed appropriate by emergency medical personnel, a physician, and/or any medical facility providing treatment, and I further authorize such medical personnel and/or facility to administer such treatment to me. I agree and warrant that I shall be solely responsible to pay all costs relating to all such care and/or treatment, and shall indemnify, hold harmless and defend the Stable for any actions they may take or fail to take in obtaining, or attempting to obtain, emergency medical treatment for me.

Signature: _____ Date: _____
Printed Name: _____

EMERGENCY MEDICAL RELEASE FORM (MINOR)

NAME: _____ **DOB** _____

<p style="text-align: center;"><u>Participant</u></p> <p>Name: _____ Date of Birth: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Alt. Phone: _____</p>	<p style="text-align: center;"><u>Parent or Legal Guardian (if applicable)</u></p> <p>Name: _____ Date of Birth: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Alt. Phone: _____</p>
<p style="text-align: center;"><u>Emergency Contact Information</u></p> <p>Name: _____ phone: _____ Alt. Name: _____ phone: _____ Doctor: _____ phone: _____ Alt. Doctor: _____ phone: _____</p>	<p style="text-align: center;"><u>Medical Insurance</u></p> <p>Insurance Company: _____ Policy Holder Name: _____ Policy #: _____ Member #: _____</p> <p style="text-align: center;">ATTACH COPY OF YOUR INSURANCE CARD, FRONT AND BACK, TO EXPEDITE MEDICAL TREATMENT</p>

MEDICAL HISTORY OF PARTICIPANT

Allergies: _____ Contact Lenses: _____
 Date of Last Tetanus Shot: _____ Medications Taken: _____
 Other (including relevant injuries and medical conditions): _____
 _____ (use reverse if needed).

RELEASE BY PARENTS OR GUARDIANS FOR MEDICAL TREATMENT OF MINOR PARTICIPANT

I hereby represent and warrant that I am the parent and/or legal guardian of the minor child named at the top of this form (“Child”) and that I possess full legal authority to make medical decisions on the Child’s behalf. If emergency medical care is required for the Child, and if neither I, nor an accompanying spouse or adult relative, is able to convey authority to administer such treatment in a timely manner, I hereby waive my, and Child’s, right of informed consent and unconditionally grant One Above Farm, LLC, and its owners, officers, employees, agents and assigns (together, the “Stable”) complete and unquestioned authority to summon and authorize the administration of emergency medical care to the Child as deemed appropriate by first responders, emergency medical personnel, a physician, and/or any medical facility providing treatment, and I further authorize such personnel and/or facility to administer such treatment to the Child. I agree and warrant that I shall be solely responsible to pay all costs relating to all such care and/or treatment, and shall indemnify, hold harmless and defend the Stable for any actions they may take or fail to take in obtaining, or attempting to obtain, emergency medical treatment for the Child.

Signature: _____ Date: _____
 (Parent or Legal Guardian)
 Printed Name: _____

Signature: _____ Date: _____
 (Parent or Legal Guardian)
 Printed Name: _____

STABLE RULES

Everyone who boards or rides horses at the facilities of One Above Farm, LLC (“Stable”) is, in addition to the terms and conditions of their respective boarding agreements, subject to the following Stable Rules as may be amended from time to time at the Stable’s sole discretion:

1. The Stable is a community. Please treat other members of the community with respect, courtesy and consideration. Safe, considerate and courteous behavior of each boarder, family member and guest is required at all times! Your safety is our primary goal.
2. **RELEASE AND WAIVER REQUIRED:** All boarders, guests and instructors must execute and deliver a Hold Harmless Liability Waiver and Release before participating in any equestrian activities.
3. **HELMETS AND MASKS REQUIRED:** All persons riding at the stable must wear an ASTM approved helmet at all times while riding or mounted. Owner must provide each of his/her horses with a fly mask and fly spray for turnout during the period March 1st to October 1st.
4. **SHOES REQUIRED:** All persons riding at the stables must wear sturdy shoes or boots with heels.
HOURS: The Stable is open to Owners seven days per week: 7:00 am – 9:00 pm, but may be closed periodically by Stable management during inclement or severe weather events for the protection of Owners and horses or for other reasons at Stables discretion.
5. **LESSONS:** Please notify your instructor at least 12 hours in advance if you cannot attend a scheduled lesson or class. The ring time, horse and instructor have been reserved for your use. There will be a charge for any lesson if the Stable is not timely notified that you will be absent.
6. **GATES:** All gates must be closed at all times except when attended. All visitors must close any gate on the property that they open (and may not open locked gates). Gates shall only be opened after making a reasonable determination that it is safe to do so.
7. **GROUND:** Owner’s and their guests are welcome in the arena, barn, tack room, pastures, rings and parking areas. The house and upstairs of the barn are for Stable staff only.
8. **DOORS:** Hay storage stall doors must remain closed when not loading hay. Stall doors must remain closed unless a horse is being moved in or out of the stall. Barn doors are to remain open except during inclement weather.
9. **WATER:** The water should not be turned off at the spigot. Turn water on/off only at the splitter. Water closet doors must remain closed when not accessing water, especially when the heat lamp is on.
10. **PARKING:** Parking is permitted in the designated areas provided. Do not park in front of barn entrances. Do not park on the lawn. Any parking/driving related damage in non-designated areas will be repaired at Owner’s expense.

Initials _____

11. **CHILDREN:** No one shall leave a minor under the age of 16 unattended on the Stable's property. Minors under the age of 16 (hereinafter referred as "Children") must be under the direct supervision of a responsible adult at all times.
 - a. Children, like all riders, **must wear AN ASTM APPROVED HELMET** at all times while on horseback.
 - b. Minors between the ages of 16 and 18 must have an emergency contact phone number listed in the office to ride in the absence of a parent or guardian.
12. **JUMPING/JUMPS:** No jumping shall be permitted on the property without notifying by Stable staff. No one shall jump unless accompanied by an instructor or other person authorized by Stable staff.
13. **NO SMOKING.** SMOKING is NOT permitted anywhere on the Stable's property
14. **NO ALCOHOL.** ALCOHOLIC BEVERAGES may not be consumed on the Stable's property.
15. **NO DOGS:** no dogs are permitted anywhere on the Stable's property.
16. **GUESTS:** It is the responsibility of each boarder sponsoring a Guest to make sure that the Guest(s) are aware of, and follow, these Stable Rules. Anyone not in compliance may be asked to leave the property without notice. No Guest may handle or ride a horse unless that Guest shall have first signed and delivered a Hold Harmless Liability Waiver and Release to Stable management and Stable management has approved and countersigned the Hold Harmless Liability Waiver and Release. Before any person may ride a horse which he or she does not own, a written permission slip from the horse's owner must be delivered to Stable management, and that rider must have a Hold Harmless Liability Waiver and Release approved and countersigned by Stable management.
17. **HANDLING HORSES:**
 - a. Respect animals ALWAYS!
 - b. Never walk or stand behind a horse.
 - c. Do not handle anyone's horse(s), or enter any stall, without express permission by the horse owner and Stable Management to do so.
 - d. Do not remove a horse from a stall or paddock without staff permission.
 - e. When exiting a stall with a horse, open stall door fully.
 - f. Always use a halter and lead line when moving horses.
 - g. Always use cross ties when tacking or blanketing a horse unless given express permission by Stable Management to do otherwise.

Initials _____

- h. Keep a safe distance between horses (horse length).
- i. If a horse gets loose, yell “Horse Loose” and move to a safe position against a wall, in the tack room, feed room, or other safe location. Use good common sense.

18. **LEASES:** No horse may be leased out by a boarder without the express approval of Stable management. This is to ensure that the Stable knows the person that is coming onto the property. The Lessee’s name and contact information, shall appear on the Boarded Horse Information Form for that horse. It is the Owner’s responsibility to provide the Lessee with a copy of the Stable’s Rules and to have the Lessee deliver a Hold Harmless Liability Waiver and Release to Stable management. Ultimately, the safety and welfare of the horse remains with the Owner, and not the Lessee.

19. **GROUND:** It is the duty of every boarder to help keep the Stable property free of litter, clean and organized. This duty requires all boarders to clean up after themselves, especially while in the barn.

- a. Keep the aisles clean and tidy for your safety and the safety of others.
- b. Everything belonging to the Owner or otherwise moved by the Owner must be kept out of the aisle except when it is being used.
- c. Clean up after using the horse ties, hitching posts and wash racks. Cross ties are provided in the aisle.
- d. Sweep up after picking hooves, grooming or clipping in the aisle.
- e. Pick up your horse’s manure from the aisles, arenas, the parking lot, and around the barn.
- f. Deposit only manure (and shavings) in the muck buckets provided by the Stable.
- g. All other garbage goes in the respective garbage and recycling cans located in various areas on the property.
- h. Turn off lights in the arenas, tack room and aisles, when you have finished using them.

20. **TACK AND BLANKETS:**

- a. Do not use anyone’s tack, grooming supplies or any equipment that is not your own without explicit permission to do so.
- b. Every horse should have a chain lead. Synthetic leads should be round, not flat.
- c. All halters, leads, boots, sheets and blankets etc should be clearly identified and must be maintained by the Owners in the designated locations specified by Stable management.
- d. If a horse wears boots, they should be hung on outside of the horse’s stall door or stored in Owner’s tack trunk when not in use.
- e. ALL TURNOUT BLANKETS must be WATERPROOF and must have name tags.
- f. Blanketing instructions for each horse must be clearly stated in the horse’s Boarded Horse Information Form, and should be posted as instructed by Stable management.
- g. Do not leave sheets or blankets on the aisle floors while you ride.
- h. Stable does not provide laundry service. Owner is responsible for keeping blankets and pads in clean, dry and sanitary condition.

Initials _____

21. FEED:

- a. Do not enter the Feed Room without specific authorization from Stable Management.
- b. Do not feed treats to any horse other than your own, without first obtaining permission from the horse's owner. Treats must be in a tightly closing container to avoid critters and vermin.
- c. Inform Stable management when your horse will be on and off the property, so proper feeding arrangements can be made.

22. CONDUCT:

- a. No person may act as an instructor at the Stable who is not either 1) insured by the Stable, or 2) has submitted written proof of independent insurance to Stable management and has permission of Stable management to instruct at the Stable.
- b. Do not keep your horse on the rail while mounting, checking tack or untacking your horse. This should be free for working riders.
- c. If your horse is in an aisle where cleaning is taking place, offer to move so that the work can continue uninterrupted.
- d. Do not leave your horse unattended on the cross-ties or wash area.
- e. Do not wash horses in the aisle.
- f. Do not handle anyone's horse(s) without express permission to do so.
- g. Running, shouting, rock throwing, and rowdy boisterous behavior are not permitted at any time.

23. ARENA USE:

- a. *You must clean up after your horse;* remove manure immediately.
- b. Please follow all posted Arena Rules and Arena Etiquette.
- c. Use of the outdoor arena is weather-dependent. Areas may be closed at Stable management's discretion.

24. The Stable is not responsible for lost or stolen articles.

I HAVE READ AND FULLY UNDERSTAND THE AFORESAID RULES, AGREE TO ABIDE BY THEM AS AMENDED FROM TIME TO TIME, AND WILL BE RESPONSIBLE FOR MY FAMILY'S AND GUESTS' AWARENESS AND COMPLIANCE WITH THESE RULES.

Signature: _____ Date: _____

Printed Name: _____

Signature: _____ Date: _____

(Parent or Legal Guardian)

Printed Name: _____

Signature: _____ Date: _____

(Parent or Legal Guardian)

Printed Name: _____