

Peck's Farm and Equestrian Center, LLC.

Competition Agreement and Waiver of Liability, Assumption of Risk, Release and Indemnity

(Must be completed, signed, and included with entry.)

EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT (Self or Minor Child). PLEASE READ CAREFULLY BEFORE SIGNING.

This Express Assumption of Risk, Release of Liability, Waiver of Claims, and Indemnity Agreement (the "Agreement") is entered into by the undersigned as individuals and/or as the parents and/or legal guardians of the minor child whose name is given on the signature page (the "Minor Child"), in favor of Tamatha Peck, Kevin Peck, Peck family heirs, Peck's Farm and Equestrian Center, LLC, employees, agents and volunteers (collectively the "Released Party"). In consideration for the Minor Child being permitted to participate in Equestrian Activities, including, but not limited to riding, training, participating in instruction and/or clinics, competing, boarding and handling horses (including those classified by size as "ponies" and/or "mini horses") at Peck's Farm, LLC/at an Equestrian related event, with or without supervision, we acknowledge and agree as follows:

- A. **Dangerous Activity:** I/We acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I/We recognize that even the best trained horses can and often do react rapidly and in unpredictable ways to a variety of stimuli, and even for no apparent reason at all. I/We understand that neither the actions of the Minor Child, nor the actions of another person or animal can necessarily be controlled, and that the Minor Child's safety and that of our horse and property cannot be guaranteed while participating in Equestrian Activities, whether during competition, lessons, training sessions, pleasure rides or while grooming, longing, leading, or otherwise handling horses from the ground. I/We have discussed these risks with the Minor Child who understands them to the extent possible given his/her age and chooses to participate in Equestrian Activities despite the risks.
- B. **Assumption of Risk:** I/We understanding the risks involved, I/We voluntarily choose to allow the Minor Child to participate in Equestrian Activities and to be around horses, and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I/We accept full and complete responsibility for the safety of the Minor Child, ourselves, and guests or observers, our horse(s), and personal property.
- C. **Unpredictability of Cause, Personal Responsibility:** I/We understand that injuries and harm may result from working with and around horses from a variety of causes, including the acts of other persons, domesticated or wild animals, weather, ground conditions, and other causes not necessarily predictable. I/We understand that it is our responsibility and/or our Minor Child's responsibility to control the horse(s) he/she is handling or riding, even during instruction, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible my/his/her safety and that of others.
- D. **Personal Property:** I/We agree that we are responsible for the security of our own personal property, including horses, tack, and equipment, and that the Released Parties cannot guarantee the security of our property. Should I/We leave any personal property at Peck's Farm and Equestrian Center, LLC, I/We do so at our own risk. None of the Released Parties shall have any liability to us in the event of loss, damage, unauthorized use by any person other than a Released Party, or theft of any such property. I/We acknowledge that I/We need to purchase sufficient insurance to cover our own property, horse(s) and other interests at Peck's Farm and Equestrian Center, LLC; as well as at competitions and events on premises.
- E. **Release and Waiver of Claims:** I/We on behalf of our Minor Child, ourselves, our and his/her heirs, successors in interest, guardians, legal representatives and assigns, I/WE HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORSEEN OR UNFORSEEN, THAT MAY BE SUSTAINED OR SUFFERED BY OUR MINOR CHILD, OURSELVES OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF OUR PARTICIPATION OR OUR MINOR CHILD'S PARTICIPATION IN EQUESTRIAN ACTIVITIES OR MY/HIS/HER PRESENCE AT Peck's Farm and Equestrian Center, LLC., WHETHER CAUSED BY NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this section five (5) shall be deemed to release any Released Party from liability arising from their own willful injury of our Minor child or any other person or property.
- F. **Promise Not to Bring Suit:** I/We hereby agree and promise that we, our heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either on our behalf or on the behalf of our Minor Child, for any loss or damage arising or resulting directly or indirectly from my/our Minor Child's participation in Equestrian Activities or our Minor Child's presence at Peck's Farm and Equestrian Center, LLC.
- G. **Indemnification:** I/We agree to indemnify, defend, and hold harmless each of the Released Parties from and against any

and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to legal/attorney's fees arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of our or others' property which might result, directly or indirectly, from my/our Minor Child's participation in Equestrian Activities or by any horse owned by us or in our or our Minor Child's control; or at Peck's Farm and Equestrian Center's property.

H. **Invitees:** I/We agree that we will not permit, nor will we allow our Minor Child to permit any person other than the Released Parties to ride or handle our horse(s) at Peck's Farm and Equestrian Center, LLC. Unless such a person has the express permission of Tamatha and/or Kevin Peck and has executed and delivered to Tamatha and/or Kevin Peck or to the stable manager a form of this agreement and/or other applicable form(s) required by the Released Parties. I/We agree that damages to the Released Parties that may arise from a breach of our agreement under this Section eight (8) include (a) liabilities and costs arising from claims that would have been released or waived had our invitee executed the required document(s), and (b) the costs and expenses defending any such claims. I/We agree, jointly and severally, to indemnify, defend, and hold harmless each of the Released Parties from and against all such liabilities, costs, and expenses.

Representations and Warranties: I/We hereby warrant that: (A) I/WE HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF OUR OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON. (B) I/WE UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT WE ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I/WE UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNIFICATION FOR ALL CLAIMS.

I. **Choice of Law, Jurisdiction:** The terms of the Agreement shall be governed by and interpreted according to the law of the State of Connecticut, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. For the purposes of interpreting the Agreement, I/We hereby agree that services provided by the Released Parties are for the purposes of training, caring for and instructing horses and riders.

J. **Severability:** I/We agree that this document is intended to be as broad and inclusive as is permitted by Connecticut State law. If any portion of this Agreement is determined to be invalid, illegal, or unenforceable, that portion shall be severable, and the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

K. **PHOTO VIDEO & PUBLICITY RELEASE:** By engaging in activities at Peck's Farm and Equestrian Center, LLC. I understand that I/my child/my ward/family may be photographed, filmed, or videotaped and I hereby give Peck's Farm and Equestrian Center, LLC. the unqualified right to take pictures and/or recordings of me/my child/my ward/family and grant the perpetual right to use that likeness, video, image, photograph (collectively "image"), without compensation, for broadcast or exhibition in any medium and to put the finished images/recordings to any legitimate use without limitation or reservation. I hereby waive, release and forever discharge Peck's Farm and Equestrian Center, LLC. from and against any and all claims or actions arising out of, or resulting from any use of such image. Peck's Farm and Equestrian Center, LLC. shall not be obligated to use, and may elect not to use, any image. *If applicant is under 18 years of age, parent/guardian signature is required. **Consent** **Do Not Consent** **Date:** _____ **Signature:** _____

L. **AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT:** In the event emergency medical aid/treatment is required due to illness or injury while being on the property of the agency, I authorize Peck's Farm and Equestrian Center, LLC. to secure and retain medical treatment and transportation, if needed, and release records upon request to the authorized individual or agency involved in emergency medical treatment. **Date:** _____ **Signature:** _____

*If applicant is under 18 years of age, parent/guardian signature is required. If you choose non-consent for emergency medical treatment/aid in the event of illness or injury while on the property of the agency, please request a Non-Consent Form

RIDER/HANDLER Signature:	Print Name/Date:
PARENT/GUARDIAN (if rider/handler is a minor) Signature:	Print Name/Date:
COACH/TRAINER (If applicable) Signature:	Print Name/Date: