

*Movado Farms, Inc.*

119 Indian Lane, Durham, Connecticut 06422  
(203) 349-8728

**RIDER'S RELEASE, WAIVER OF LIABILITY AND INDEMNITY  
AGREEMENT**

**WHEREAS**, I understand and acknowledge that activities involving horses ("Equine Activities"), including but not limited to the mounting, riding, walking, dismounting, grooming, training, handling, feeding, and otherwise being in the physical proximity of horses is a dangerous activity which produces a foreseeable risk of mortal or serious personal injury and/or property loss to the participant in such activity as well as to the person or property of others; and

**WHEREAS**, I understand and recognize and warrant that this Release, Waiver of Liability and Indemnity Agreement ("Release") is being voluntarily and intentionally signed and agreed to, and that in signing this Release I know and understand that this Release may further limit the liability of equine professionals to include any activity, whatsoever, involving horses, including death, personal injury and/or damage to property.

**WHEREAS**, I recognize and agree that the equine professional(s) at Movado Farms, Inc, has/have made reasonable and prudent efforts to determine my ability to engage in the "Equine Activity", and has/have sufficient knowledge of my equine and horseback riding skills as for me to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my Equine Activities.

**NOW THEREFORE,**

**(a.) RELEASE AND HOLD HARMLESS WAIVER:** Rider agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse to anyone and agrees to pay any legal fees, and/or expenses incurred by STABLE in defense of such claims. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to 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 an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. Rider expressly releases Movado Farms, Inc., from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by

Stable or its representatives, agents or employees. The Connecticut Equine Activity Statutes, Sec. 52-557p. Assumption of risk by person engaged in recreational equestrian activities, reads as follows:

**WARNING**

**Under Connecticut law, 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 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.**

**(b) Medical Authority.** I, (participant, or if minor, parents/guardians) hereby grant permission and authority to Movado Farms, Inc., its officers and authorized employees to act for me in executing verbal instructions or if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the person named above in the event of any perceived medical emergency. I hereby covenant and agree to release Movado Farms, Inc, its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, and hold harmless from liability connected with obtaining prompt medical care.

**Additionally, Movado Farm, Inc., requires that OWNER shall have proof of his or her current MEDICAL INSURANCE. Said policy is described as follows(policy/group # \_\_\_\_\_**

**(c)** In accordance with such release, waiver, and discharge, and in consideration of being allowed to utilize and/or visit the Movado Farms, Inc., facilities, I promise not to sue or demand any money or anything else of value from Movado Farms, Inc, or its owners, including any of its owners, Patricia Carlson and Louisa Fedora, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them.

**3. Indemnification.** I agree to completely indemnify and hold harmless Movado Farms, Inc., including any of its owners, occupants, tenants, subtenants, employees, officers, directors, or agents and their respective affiliates or persons of any one or more of them, from and against any and all claims, demands, causes of action, suits, actions, losses, liabilities, costs and/or expenses, including attorney's fees, which are occasioned by, or otherwise attributable to, matters for which I have assumed the risk and for which I am responsible in accordance with Section 1 hereof, and for any actions brought by my guests or invitees.

**4. Binding Nature of Agreement.** I agree that this Agreement shall be binding on my personal representatives, heirs and assigns.

**5. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut. I hereby submit to the in person and jurisdiction of the State of Connecticut. Venue for purposes of any litigation or arbitration concerning this Agreement shall be in the County of Middlesex, Connecticut. .

**6. Severability.** In the event that any provision of this Agreement shall be void or unenforceable for any reason, then such provision shall be stricken and of no force and effect. The remaining provisions of this Agreement, however, shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Rider / Parent hereby agrees that he/she has read this Release and Hold Harmless agreement in its entirety and understands it and signs without duress or coercion:

Participant Signature:

Print Participant Name:

Address:

Email:

Phone/Fax:

**MINORS:**

The undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Release, Waiver of Liability and Indemnity Agreement, and in consideration of Movado Farms, Inc. allowing the below named minor onto its premises and/or allowing such minor to participate in Equine Activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor.

Print Participant Name

Parent/Guardian's Signature Print Parent/Guardian Name and Contact Information:

Parent/Guardian's Signature Print Parent/Guardian Name and Contact information: