



Waiver

Blake's Pony Farm
6 Foote Rd Bow NH 03304
Alex Blake

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT READ CAREFULLY BEFORE SIGNING

I agree to this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (hereafter, Agreement) with Alex Blake of Blake's Pony Farm who is an individual (hereafter referred to as "Stable") as a condition for her allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "The Activities" throughout this Agreement.)

NAME OF GUARDIAN OR PARTICIPANT OVER THE AGE OF 18: (Please print clearly): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESS: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ Date of Birth: _____

2. _____ AGE: _____ Date of Birth: _____

Are there any medical conditions we should be aware of?

All parts of this Agreement apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this Agreement.] IT IS AGREED AS FOLLOWS:

1. I understand that although I am signing this Agreement today, I also intend for this Agreement to be valid and binding now and in the future when I engage in any or all of The Activities at any location.

2. RISKS. I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals. I also understand that riding, driving, handling,

working with, or even being near an equine can expose me to numerous hazards, which could include, for example, those dangers and conditions which are an integral part of equine activities, including, but not limited to: (1) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (2) The unpredictability of an equine's reaction to such things as sounds, sudden movements, and unfamiliar objects, persons, or other animals; (3) Certain hazards such as surface and subsurface conditions not obvious to the equine participant or not known and reasonably not known by the equine professional or sponsor; (4) Collisions with other equines or objects that can be reasonably foreseen as a result of normal equine activities; and (5) The potential of a participant to act in a negligent manner that may contribute to injury of the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability; except where said negligence can be reasonably foreseen and the equine professional or sponsor has failed to take any corrective measures. I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned above. I am NOT relying on Stable to list all possible equine-related risks in this Agreement or any time, now or in the future. INITIAL HERE: _____

3. WAIVER AND LIABILITY RELEASE: As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards) agree to each of the following: (a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, boarders, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location; (b) I/we fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their negligence, a violation of a state Equine Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location; (c) I agree to assume all inherent risks associated with The Activities, some of which are described above in this Agreement. The term "damages" in this Agreement means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, property damages, death, expenses, and/or personal property damages. This Agreement is intended to apply and be binding regardless of whether I am riding, driving, handling, or near equines. (In accordance with New Hampshire law, I am not releasing The Released Parties for wanton misconduct or recklessness.) INITIAL HERE: _____

4. INDEMNIFICATION. To the fullest extent permitted by law, I also agree to indemnify and hold harmless The Released Parties against any and all claims, demands, actions, liabilities, losses, or suits that are brought against The Released Parties (or either of them) which are in any way connected with my/our participation in any of the Activities at any time and at any location, including claims that allege acts or omissions of The Released Parties that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by The Released Parties.

5. ASTM/SEI Helmet/Headgear. I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, or near equines. I am NOT relying on Stable to provide a helmet or headgear for me, to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. If I choose to wear a helmet/headgear, if I choose not to, and the type of helmet/headgear I may wear are my decisions.

6. Emergencies. Person(s) to Contact in Case of Emergency: Name: _____

Phone: _____ Relationship: _____

7. New Hampshire law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This Agreement can only be modified in writing and signed by me and Alex Blake (on behalf of Stable). I agree to pay any attorney fees and costs for The Released Parties (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless The Released Parties for such fees and costs.

8. ALSO, I REPRESENT (please check and initial each box below):

_____ ☐ I AM AT OR OVER 18 YEARS OF AGE;

_____ ☐ I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS AGREEMENT;

_____ ☐ I HAVE READ THIS ENTIRE AGREEMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;

_____ ☐ I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY STABLE REGARDING THIS AGREEMENT, OR ITS TERMS, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT;

_____ ☐ I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;

_____ ☐ BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND

_____ ☐ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

_____ DATE : _____

PRINT NAME HERE: _____ DATE : _____

PHOTO RELEASE: I hereby consent/do not consent the use of photos taken of me/my child for promotional material or internet/Facebook page. Circle one: **consent** or **do not consent**

SIGNATURE: _____ DATE: _____

“Pursuant to the New Hampshire Equine Activity Liability Act, N.H.Rev.Stat. §508:19(II): - Each participant in an equine activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equine activity. - Each participant shall have the sole responsibility for knowing the range of his or her ability to manage, care for, and control a particular equine or perform a particular equine activity. - Each participant has the duty to act within the limits of the participant's own ability, to maintain reasonable control of the particular equine at all times while participating in an equine activity, to heed all posted warnings, and to refrain from acting in a manner which may cause or contribute to the injury of any person.”