

RIDERS WAIVER AND RELEASE

In consideration for handling and/ or riding one or more horses at Bramble Hill Farm, 48 Stevens Hill Road Nottingham, NH, I agree on behalf of myself and my personal representatives, heirs and next of kin as follows:

1. Assumption of Risk. I recognize that viewing, riding, handling, mounting, walking, and feeding horse(s) ("Equestrian Activities") are dangerous and involve a high degree of risk, including injury, death, and the unavailability of emergency medical care. I assume such risk, and I further acknowledge and understand that the behavior and temperament of horses is unpredictable and that there are inherent risks in Equestrian Activities that cannot be eliminated, including: 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 injury, harm, or death to person on or around them; the unpredictability of an equine's reactions to such things as sounds, sudden movement, and familiar and unfamiliar objects, persons, or other animals; certain hazards related to the surface and subsurface of areas where Equestrian Activities occur; collision with other equines; injury to, or illness or death of, any equines that I may bring onto the Premises; collisions with objects, including, but not limited to, the ground and objects on the ground, jumps, fences, buildings, farm implements, automobiles, trees, and other natural and unnatural objects located directly in or accessible to the area where Equestrian Activities occur; and the potential for me or others participating in Equestrian Activities to act in a manner that may cause or contribute to injury, harm, or death to myself or others, for example by failing to maintain control over the animal or failing to act safely within one's own ability.

I assume full responsibility for any activities in which I engage in while at Bramble Hill Farm and the property in general. I understand that under New Hampshire Law, I have the sole responsibility for knowing the range of my ability to manage, care for, and control my horse or perform any Equestrian Activities, and it is my duty to act within the limits of my own ability, to maintain reasonable control of my horse at all times while participating in the Equestrian Activities, to heed all posted warnings, and to refrain from acting in a manner that may cause or contribute to the injury of any person. I ASSUME ALL RISKS ASSOCIATED WITH EQUESTRIAN ACTIVITIES. I EVEN ASSUME RISKS THAT MAY ARISE FROM THE NEGLIGENCE of the owners of the Farm and the Stables, any other persons or entities that own, lease, rent, or control the Farm, Stables, or any of the horses or property on those Premises ("Releases").

WARNING: UNDER NEW HAMPSHIRE LAW, AN EQUINE ACTIVITY SPONSOR, AN EQUINE PROFESSIONAL, AND ANY OTHER PERSON ENGAGED IN AN EQUINE ACTIVITY, WILL NOT BE LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. RSA 508:19.

2. Compliance with Rules. I agree to abide by all rules and regulations established by Bramble Hill Farm and acknowledge that I have read such rules and regulations and have reviewed them prior to signing this Release.

3. Use of Personal Horse. I agree that any horse that I bring to the Stables or Farm shall be free from infection and contagious disease.

4. Use of Proper Footwear and Head-gear. I agree that any time I ride I will wear heeled footwear and an ASTM/SEI certified riding helmet in order to reduce injuries that could arise from an accident while riding. -

5. Medical Condition, Insurance and Consent to Treatment. I do not have any physical condition or limitation that would prevent me from participating in Equestrian Activities. I acknowledge and understand that Parade Farm strongly recommends that I not participate in Equestrian Activities unless I have medical insurance sufficient to cover both minor and serious bodily injuries arising from Equestrian Activities and that I also have disability insurance. Release and Covenant Not to Sue and Indemnification. I release Releasees and I AGREE NOT TO SUE ANY RELEASEES for any loss, injury, or death to my person or property, including the horses in any way arising in connection with my participation in Equestrian Activities or my presence at the Stables or Farm or for any other purpose; and

I AGREE TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS THE RELEASEES, AND EACH OF THEM, FROM ANY LOSS, LIABILITY, DAMAGE OR COST THAT MIGHT BE SUSTAINED BY ME, A HORSE, ANY THIRD PARTY OR PARTIES, OR THE PROPERTY OF ME OR ANY OTHER PERSON, IN CONNECTION WITH MY PARTICIPATION IN EQUESTRIAN ACTIVITIES OR MY PRESENCE AT THE STABLES OR FARM FOR ANY OTHER PURPOSE, WHETHER OR NOT SUCH LOSS OR INJURY IS CAUSED BY THE NEGLIGENCE OF ANY RELEASEES.

6. Choice of Law: Jurisdiction and Venue. This Release shall be governed by New Hampshire law. I agree to submit to personal jurisdiction within the State of New Hampshire and further agree that the exclusive venue for resolving disputes arising in connection with this Release shall be in state or federal court in the State of New Hampshire.

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7. Modification of Waiver and Release of Liability. Any modification of this Release or additional obligation by me or the Releasees will be binding only if in Writing signed by each party or his, her or its authorized representative.

8. Severability. The invalidity of any portion of this Release shall not affect the validity of any other provision in this Release. In the event that any provision of this Release is held to be invalid, the remaining provisions will continue in full force and effect.

9. Costs and Attorneys ' Fees. In the event that any costs are incurred to enforce any covenant contained in this Release, I agree to pay such costs, including reasonable attorneys' fees.

10. I agree that "Bramble Hill Farm" includes any and all employees, agents, and volunteers, any related business entities and trusts.

I have read this Rider Waiver and Release, I fully understand its terms, understand that I may have given up substantial rights by signing it, and I sign it freely and voluntarily.

X _____ DATE: _____ PRINT NAME: _____

FOR RIDERS (UNDER AGE 18 AT THE TIME OF VISIT/ RIDE)

This is to certify that I, as parent/guardian with legal responsibility for the rider identified below, do consent and agree to his/her release as provided above of all the Releasees, and each of them. For myself, my heirs, assigns, and next of kin, I AGREE to all the above provisions and AGREE to assume all obligations of this Release on my minor child's behalf. I release, and agree to indemnify and hold harmless, the Releasees, and any of them, from any and all liabilities incident to my minor child's observation, involvement, or participation in Equestrian Activities or otherwise arising in connection with my minor child's presence on the Premises, as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR ANY OF THEM. PARENT/ GUARDIAN:

X _____ (Parents/Guardian's Signature)

(Name of Parent or Guardian if Rider is a Minor
Please Print)

DATE: _____

Emergency Phone Number: _____