

BIG BAY FARM



HORSEBACK RIDING/TRAINING RELEASE FORM

Indemnifying the entities below ("The Releasees"):
Valerie Schell D/B/A "Big Bay Farm" at
23 Broadway
Hanover, MA 02339
339 933 2947

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Read this agreement carefully before signing it. Your signature indicates your Understanding of, and agreement to its terms. By signing this agreement, you (and your child) are giving up certain legal rights, including the right to recover damages in case of injury, death or property damage for any reason including, but not limited to, the negligence of the trainer, the stable, its owners, employees and agents ("the releasees").

I, _____ (and my minor child _____) (hereinafter the "Undersigned") reside at (Street Address) _____,
(City) _____, (State, Zip) _____.

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

(Initial next to each statement indicating you have read it)

- _____ 1. Acknowledge that a horse or mule may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.
- _____ 2. **ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
- _____ 3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Big Bay Farm.
- _____ 4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the releases Big Bay Farm and its owners & Trainers for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Big Bay Farm.
- _____ 5. Release Big Bay Farm and it's owners & Trainers from any claim that such Big Bay Farm were negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Big Bay Farm or being on the premises of either property or along the selected trail route, which resulted in loss, damage, injury or death.

_____ 6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of Big Bay Farm and along the trail route or the failure to wear a protective helmet when riding a horse and/or and use of saddles, bridles, equipment and gear provided therewith from or contributed to by my or my child's own negligence.

_____ 7. Agree to abide by and follow any instructions given or rules established by Big Bay Farm or any of their employees, guides or volunteers with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.

_____ 8. Agrees that the Undersigned has read and understands the following language of the Massachusetts Equine Activity Liability Statute: **"Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws."**

_____ 9. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the Commonwealth of Massachusetts and is intended to be as broad and inclusive as is permitted by Massachusetts law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

_____ 10. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Big Bay Farm, Valerie Schell, or their owners, agents, employees, guides or volunteers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

_____ 11. **IT IS REQUIRED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE. IT'S MY UNDERSTANDING THAT SAID HELMET IN NOT GUARENTEED TO BE EFFECTIVE AND MAY FAIL IN THE EVENT OF AN ACCIDENT. ALL RIDERS ARE REQUIRED TO PURCHASE THEIR OWN ASTM/FEI APPROVED HORSEBACK RIDING HELMET. ALL RIDERS ARE REQUIRED TO WEAR AN ASTM/FEI APPROVED HORSEBACK RIDING HELMET.**

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents at Big Bay Farm for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Big Bay Farm allowing me or my child to ride or handle a horse as part of any equestrian program and or event. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Date	Signature	Print Name
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Contact Phone	Contact Email
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Print Name of Minor Child(ren)

Emergency Phone Contact Number(s)

How did you hear about Big Bay Farm? _____