

RELEASE OF LIABILITY FOR BREEZY HILL FARM LLC.

I, the undersigned, hereby affirm that I voluntarily sign this document, and that I understand it to be a contract which releases liability related to my participation in the activity of horse back riding at Breezy Hill Farm. _____
(Initial).

WAIVER: I voluntarily agree to assume all risk of injury or death while at the premises of Breezy Hill Farm, and waive all claims related to liability for damage incurred at that premises, or while undertaking therapeutic riding. I hereby waive any claims or right to file suit and release Breezy Hill Farm LLC, and Donna Kramer, Donald Kramer, and all of its owners, officers, land owners, employees, and agents, for any reason arising out of the business of therapeutic riding or horseback riding

ACKNOWLEDGEMENT OF RISK: In doing so, I acknowledge that I am assuming all risks related to the activities surrounding horses and horseback riding, and I further acknowledge that I understand such risks include injury, harm or death to both my person and my property, and to guests of mine on the premises. I further understand that such risk includes the risk that this damage or injury may be caused by negligence, including my own negligence, and the ordinary negligence of others on the premises, which includes the ordinary negligence of agents, employees, instructors, or assigns of Breezy Hill Farm LLC, Breezy Hill Farm LLC, Donna Kramer, and Donald Kramer.

I agree that I have been informed that the inherent risks involved in riding and working around horses include bodily injury from using, riding, or being in close proximity to horses, among other risks, and further, that both horse and rider will be injured in normal use, riding, caretaking, competition and schooling, including risks such as, but not limited to: (1) The propensity of **equines** 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 movement, and unfamiliar objects, persons, or other animals; (3) certain hazards such as surface and subsurface conditions; (4) collisions with other **equines** or objects; (5) the potential of a 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 his ability. I further understand that variations in terrain, and hazards in surface and subsurface conditions can also cause risk for those who participate in the activity of horses and horseback riding. I agree to assume all such risks and waive any claims related to these risks.

I have read the safety rules posted by Breezy Hill Farm LLC and agree to abide by them. I have carefully read this contract and fully understand its contents. I am aware that I am releasing legal rights, and in so doing, voluntarily agree to release these rights. I further understand that this contract is binding on myself, my family, and any executor or guardian or power of attorney or any one else who attempts to file a claim which has as its basis, an injury to myself or my property or to anyone related to my use of the premises.

Warning: 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.

(CONTINUED ON BACK OF THIS PAGE)

PLEASE READ, COMPLETE AND SIGN

I acknowledge that I have been informed of the law in Massachusetts concerning the limitation of liability for equine professionals.

Circle one: Rider Instructor Volunteer

Signature: _____ Print Name: _____

Date of Birth (under 18) _____

Date: _____

Parent, Legal Guardian Signature: _____ Print Name _____

Address _____

Day Tel. # _____ Evening Tel. # _____ Cell Tel # _____

Email Address: _____

Photo Release signature: _____

For liability purposes, please provide a list of those who will be in attendance of the lesson, anyone who may be on the premises:

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN OR INITIAL THIS RELEASE IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.