



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) _____, in (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:

1. Acknowledge that a horse or other animals on the farm 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 or handler 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 proper gear.
4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE Wee Bits & Blazes Farm/Shannon & Chris Gauthier and horse owners 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 proper gear.
5. Release Wee Bits & Blazes Farm/Shannon & Chris Gauthier and horse owners from any claim that such Wee Bits & Blazes Farm/Shannon & Chris Gauthier and horse owners were negligent in connection with me 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 Wee Bits & Blazes Farm/Shannon & Chris Gauthier and horse owners or being on the premises of the Stable, which resulted in loss, damage, injury or death.
6. INDEMNIFY, AND SAVE AND HOLD HARMLESS Wee Bits & Blazes Farm/Shannon & Chris Gauthier and horse owners from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either me or my child's handling or riding 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/or and use of saddles, bridles, equipment and gear provided therewith from or contributed to by me or my child's own negligence.
7. Agree to abide by and follow any instructions given or rules established by the Wee Bits & Blazes Farm/Shannon & Chris Gauthier and horse owners or any of its employees with regard to me 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 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. All riders must wear an ASTM/SEI approved equestrian helmet with a chin harness which must be properly fastened whenever mounted. An approved helmet has a flexible brim and a sturdy chin harness. Anyone violating this rule may be immediately prohibited from riding on the grounds until proper headgear is in place. It is highly recommended that riders of all ages wear a helmet when mounted.

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 for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Wee Bits & Blazes Farm/Shannon & Chris Gauthier and horse owners allowing me or my child to ride or handle a horse. 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.

Signature

Date