



Course Brook Farm Release of Liability

Witness this release dated this _____ day of _____, 20____, by and between the Owners of Course Brook Farm, hereinafter referred to as Owners, and _____
Age: _____ Known Allergies - (food, seasonal, medications) _____
hereinafter referred to as Rider, & if Rider is a minor, Riders parent or guardian,
_____ Address _____
_____ Phone: _____

Alternate Emergency Contacts: _____

For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Management, Management's instructors, employees, drivers, and agents; Rider, Riders heirs, assigns and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with the equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to 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 an injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 such participants' ability.

User acknowledges that horses, by their very nature are unpredictable and subject to animal whim. User assumes all risks in connection therewith, and expressly waives any claims for an injury or loss arising there from. User agrees to abide by and follow Managers rules and regulations. User further acknowledges that the behavior of any animal is contingent to some extent upon the ability of User. User assumes all risks therefore and warrants a full and fair disclosure of Riders abilities has been made to management.

2. A copy of Massachusetts Law section 2D of chapter 128 of the General Laws have been given Rider or Rider's parent or guardian upon signing o this release.

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 risk of equine activities, pursuant to section 2D of the chapter 128 of the General Laws.

Rider (or Riders Parent or Guardian) agrees to hold harmless, indemnify and hold harmless management against any and all claims, demands, causes of action, damages, judgements, orders, costs or expenses including attorneys fees which may in any way arise from or be any way connected to the riders use of or presence upon the property and the facilities indemnify, defend and hold the management harmless from any such claims by said minor child, regardless of any statue of limitations or contractual limitations of actions.

Rider, Parent or Guardian

Dated: _____