



**WIDE PINE FARM  
RELEASE OF LIABILITY  
OWNER/RIDER**

THIS AGREEMENT is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Zoe A Flannery, hereinafter referred to as Instructor and \_\_\_\_\_, hereinafter referred to as RIDER. For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Instructor, Instructor's employees and agents, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as those 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 equine's 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 participant's ability.  
\_\_\_\_\_(initial)

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Instructor. \_\_\_\_\_(initial)

Rider expressly releases Instructor and its owners, agents, employees, successors or assigns, lessors and joint venturers from any and all liability, damages claims, demands, actions and causes of action whatsoever (collectively "claims"), including but not limited to legal fees and expenses incurred by Instructor in defense of such claims, both in law and equity, for personal injury, conscious suffering, death or property damage sustained by Rider or others while using Instructor's facilities or participating in any of the activities conducted by Instructor, **even if caused by negligence** (if allowed by the laws of the State of New Hampshire) by Instructor, representatives, agents or employees. \_\_\_\_\_(initial)

### Warning

**Under New Hampshire law, an equine professional, or any other person engaged in equine activity, shall not be liable for an injury or the death of a participant resulting from the inherent risks of equine activities pursuant to New Hampshire Revised Statutes § 508:19 (2001).**

**2. RIDER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND EQUESTRIAN CENTER AND ITS OWNERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, LESSORS AND JOINT VENTURERS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING LEGAL FEES AND EXPENSES, IN BOTH LAW AND EQUITY, WHICH MAY BE INITIATED AGAINST ANY OF THE FOREGOING BY ANY PERSON ARISING FROM OR CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF EQUESTRIAN CENTER AND THE FACILITIES LOCATED THEREON.**

3. In the event Rider is using Rider's own horse, or a horse(s) not owned the Instructor, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Equestrian Center reserves the right to refuse access or use of any horse upon the premises that does not appear to Instructor be in good health, or is deemed dangerous or undesirable.

4. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

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Rider Printed Name Rider Signature / Date

If Rider is under 18 years of age, parent/ legal guardians must sign and date below:

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