



## **Winters End Farm, LLC**

### **Release and Indemnification**

Winters End Farm, LLC, (hereinafter the FARM), a Massachusetts S-Corporation, together with, all agents, employees, servants, independent contractors thereof or related in any manner thereto, is in the business of providing equine boarding services, horseback riding lessons and other equine related activities. The FARM is located at 1515 West Street, Stoughton, Massachusetts, 02072 and has access to certain trails and outdoor areas for horseback riding walking, hiking and related activities.

\_\_\_\_\_, (the "Participant"), wishes to ride and work and interact with the horses at the FARM or at other such locations the FARM may conduct its activities. In every part of this agreement the "Participant" refers to and means an individual over the age of majority and/or the parents or legal guardian of that individual. The FARM will not allow the participant to engage in any of the above activities without the execution of this release and indemnification which is of material significance to the FARM.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participant agrees as follows:

1. **INHERENT RISKS.** The participant acknowledges and understands that horses and activities related to horses are inherently dangerous. They further understand that there are dangers and risks, which are an integral part of equine activities, including but not limited to the propensity of horses to behave in ways that may result in injury, harm or death to persons around them. These include but are not limited to, adverse reactions to sounds, sudden movements, unfamiliar objects, persons or other animals. There is also the danger of encountering hazardous surface or sub-surface conditions, collisions with other horses and objects, and the potential of the participant to act in a negligent manner that may contribute to injury to himself or herself or others, such as failing to maintain control over the animal or not acting within the Participant's ability. Despite these risks, the Participant has chosen to ride and interact with the horses. The Participant understands that there are certain other risks, such as those associated with nature activities and agrees to accept these risks.

2. **INSTRUCTIONS AND AUTHORIZATION.** The Participant agrees to follow the policies, rules and instructions of the FARM at all times and not to undertake any activity which the FARM has not specifically authorized. In no event is the FARM to be held liable for any injury or death to the participant due to the Participant's non-compliance with the instructions, policies or rules of the FARM or the actions of the participant which have not been specifically authorized by the FARM in each instance.

3. **EQUIPMENT.** The participant acknowledges and understands that the FARM is under no obligation to provide the equipment necessary for equine activities. Notwithstanding the above, the Participant acknowledges that any equipment supplied by the FARM is subject to normal wear and tear. The Participant acknowledges that the FARM may not inspect all equipment prior to its use. The Participant agrees to use reasonable care at all times and to carefully inspect all equipment for defects, wear and breakage. In no event shall the FARM be responsible for any injury or death caused by any defect in such equipment.

4. **CONDITION OF THE LAND.** The Participant understands and acknowledges that the Participant may be working in the stable area as well as in the arenas, fields, trails, pastures and other land located at the FARM or which the FARM has permission to use, (hereinafter the "land"). The Participant understands that the land presents certain hazards of which the FARM may be or should be aware. The Participant specifically agrees to hold the FARM harmless from any injury or death arising from the condition of the land. The FARM has not undertaken to inspect the land for hazards which may exist thereon and has not undertaken to warn the Participant of any hazards that may exist on the land. It shall be the Participant's sole responsibility to carefully inspect the land for any hazards prior to undertaking any activity.

5. **RELEASE.** The Participant agrees that the FARM shall not be held liable for any injury or death resulting from or related to his or her involvement in equine or nature activities. The Participant hereby remises, release and forever discharge the FARM for participants and all heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims, and demands, in law or at equity, that the participant now has or hereafter can or may have or which the participant's heirs, executors or administrators hereafter can, have or may have by reason of any injury to or death of the participant caused by or in any manner related to equine or nature activities.



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**6. INDEMNIFICATION.** The Participant further indemnifies and holds the FARM harmless for any injury or damage caused by the Participant to any person, property of any person or the FARM, which injury or damage is caused by the Participants willful misconduct or negligence, including but not limited to damage or injury to horses which may be at the FARM from time to time and any personal property. The Participant hereby acknowledges and agrees that if the Participant does not have sufficient funds to fully indemnify the FARM, they shall be personally and jointly and severally liable for any such injury or damage.

**7. ACKNOWLEDGMENT OF WARNINGS.** The Participant acknowledges that he/she has been warned about the risks related to equine and nature related activities and have been informed about the characteristics of horses. The participant has had the opportunity to ask questions of the FARM and is satisfied that he/ she understands the risks involved in the above-described activities. By execution of this Release and Indemnification, the participant agrees to be bound and comply with the terms hereof and acknowledges that despite the risks and potential dangers involved. The participant has not relied on any representations, statements or warranties of the FARM other than those specifically set forth herein

**8. PARENTAL CONSENT AND WAIVER OF CONSORTIUM CLAIMS.** The Participants parents hereby warrants and represents that they are the parents and legal guardians of the participant. The participant's parents, by their execution hereof, hereby agree and assent to the terms hereof and execute the contract on behalf of their minor child, intending it to be legally binding and fully enforceable against the participant and themselves. The participants parents, by execution hereof, further remise, release and forever discharge for themselves and their heirs, executors and administrators, the FARM of and from all manner of actions, caused of actions, suits, reckonings, controversies, damages, claims, and demands, in law or in equity, that they now have or hereafter can or may have by reason of any injury to or death of the participant, including, but not limited to actions for loss of consortium.

**9. CONSENT TO EMERGENCY MEDICAL CARE.** In the case of any injury to the participant while on the FARM, or while participating in any FARM related activity as described above, the participant hereby authorizes the FARM and any agent, employee, independent contractor or servant to seek medical care and attention for the participant. This includes, but is not limited to arranging for an ambulance to transport the participant to any medical health care facility and consenting to treatment, medication and/or surgery for the participant provided that any such persons shall contact or attempt to contact the participants parents if the participant is a minor, or the next of kin if the participant is a legal adult as soon as practicable. The participant acknowledges that he/ she is solely responsible for the payment of any medical expenses incurred on behalf of the participant and hereby indemnifies and holds harmless the FARM for any costs incurred by it on behalf of the participant.

Executed as an instrument under seal, this \_\_\_\_\_ day of \_\_\_\_\_

Participant \_\_\_\_\_ Parent (of Minor) \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

**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.**