



Hoof n HOPE

RIDER RELEASE FORM

Participant has received and read a copy of Section 2D (Massachusetts Equine Liability Law) which states:

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.

This agreement made on this day _____ of _____, 20_____

By and between Karen Gostenhofer of Hoof n HOPE, Sterling, MA and”

_____ (Participant) _____ (phone number)

Whereas, _____ (Participant) wants to participate in riding and other horsemanship activities at White Oak Stables, Leominster, MA.

The undersigned (“Participant”) hereby acknowledges that Hoof n HOPE has agreed to provide certain services to Participant, including certain services related to horseback riding and other equine activity, as defined in Massachusetts General Laws Chapter 128, Section 2D (“Section 2D”), and to provide Participant with horses and equine equipment or tack as reasonably necessary or useful for use by Participant in connection with such services. Participant further acknowledges that Hoof n HOPE instructors are equine professionals and/or equine activity sponsors, as defined in Section 2D.

Participant acknowledges that Participant has been informed of, and understands, the risks and dangers of horseback riding, horse related activities, working around horses and other equine activities. Participant agrees to follow any instructions given by any of the Released Parties.

Participant acknowledges and agrees that Participant has been warned of the dangers of failing to wear protective headgear, that all individuals are required to wear approved and securely fastened protective ASTM approved headgear at all times while engaged in equine activities and that if Participant is not wearing approved and secured protective headgear Participant will be required to immediately discontinue all equine activities. Participant agrees to inspect for evidence of defect or breakage all equipment or tack, including, without limitation, protective headgear, provided to Participant and to immediately notify the Released Parties of any defect or breakage discovered by Participant.



Hoof n HOPE

Participant further acknowledges and understands that by engaging in equine activities, Participant voluntarily assumes all risk of injury or death to Participant that may result from the inherent risks of equine activities. For purposes hereof, “the inherent risks of equine activities” means dangers or conditions which are an integral part of equine activities, including but not limited to (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them, (ii) the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar

objects, persons, or other animals, (iii) certain hazards such as surface and subsurface conditions, (iv) collisions with other equines or objects, or (v) 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. Participant further acknowledges and understands that Hoof n Hope and its respective heirs, partners, employees, farm personnel, volunteers and agents, past and present (collectively, the “Released Parties”) are not responsible for any acts, occurrences or elements of nature, including, without limitation, thunder, lightning, rain, snow, wind and irregular footing (collectively, “Natural Conditions”).

Participant, on behalf of Participant and Participant’s heirs, representatives, successors, assigns, officers, directors, shareholders, partners, affiliates, employees and agents, past and present (collectively, the “Participant Parties”), hereby agrees to indemnify, waive, release and forever hold harmless the Released Parties of and from all debts, demands, actions, causes and causes of action, suits, accounts, sum and sums of money, controversies, covenants, promises, doings, omissions, damages and liabilities whatsoever of every name and nature, both in law and in equity, which any of the Participant Parties now has or has ever had, known or unknown, direct or indirect, absolute or contingent, or which may subsequently accrue to any of the Participant Parties, against any of the Released Parties (collectively, “Claims”) arising under or relating to the provision of services related to horseback riding and other equine activity by Participant, including, without limitation, Claims arising under or relating to (i) inherent risks of equine activities, (ii) Natural Conditions, (iii) the failure of any Released Party to make reasonable efforts to determine (a) that equipment or tack provided to Participant is not defective, or (b) the ability of Participant to engage safely in equine activities or manage a specific horse, or (iv) dangerous latent conditions known to a Released Party but not posted with adequate warning signs on any property on which Participant engages in equine activities.



Hoof n HOPE

Participant hereby authorizes the Released Parties to seek emergency medical care for Participant in the event of any injury or illness of Participant while engaged in equine activities, including, without limitation, transportation to a medical care facility and consenting to treatment, medication and/or surgery for Participant. Participant acknowledges that Participant will be responsible for payment of the cost of all such medical care.

Participant understands that the execution and delivery by the Participant of this Release and a Participant Questionnaire is required before Participant engages in any equine activity. Participant confirms that the information provided in the Participant Questionnaire is accurate and complete and that to Participant's best knowledge any representations made by Participant in this Release or the Participant Questionnaire are true.

Participant has read this Release, understands its terms and agrees to be bound by them. Participant is over 18 years of age and/or the undersigned is the parent or legal guardian of the minor child on behalf of whom the undersigned is signing this Release.

Signature: _____ **Date:** _____

Printed Name: _____

Address: _____

Name of Minor: _____

If signing on behalf of a minor under 18 years of age

Signature of Parent or Legal Guardian: _____



Hoof n HOPE

PLEASE READ EACH OF THE FOLLOWING ITEMS BEFORE SIGNING:

Photo and Publicity Release:

_____ I hereby consent to and authorize the following:

_____ I do not consent to, nor do I authorize:

Hoof n HOPE may use my (or my child's) photograph or image in its print, online and video publications;

2) release Hoof n HOPE, and any outside third parties from all liabilities or claims that I might assert in connection with the above-described activities and

3) I waive any right to inspect, approve or receive compensation for any materials or communications, including photographs, videotapes, DVDs, website images or written materials, incorporating photos/images of me (or my child).

Signature: _____ **Date:** _____

Printed Name: _____