

PRINT NAME OF PARTICIPANT: _____

RELEASE AND INDEMNIFICATION

(CLINICS, SCHOOLING, AND HACKING)

This release and indemnification is made by and between the undersigned participant (the "Participant"), if the Participant is a minor the Participant's parents (the "Participant's Parents") (references in this Release and indemnification to the Participant's Parents shall apply only if the Participant is a minor) and any and all persons and parties now or hereafter having any interest in the business known as Ledyard Farm Stables, Inc. and/or Ledyard Farm Equine Education Foundation, Inc., together with any and all employees, servants and agents; any and all sponsors, judges, instructors, volunteers, coordinators, officials, benefactors; any and all persons having any interest in the land known as and located at 82 Walnut Road, Wenham, Massachusetts or which Ledyard Farm Stables, Inc. and/or Ledyard Farm Equine Education Foundation, Inc. otherwise has the right to utilize from time to time (collectively, the "Property"); and any other individual or entity having any connection with or relation to Ledyard Farm Stables, Inc. and/or Ledyard Farm Equine Education Foundation, Inc., or any of the foregoing (collectively "Ledyard"). Ledyard is in the business of providing boarding and training for horses and instruction and training in the discipline of horseback riding and horsemanship for individuals and owns, leases, cares for, trains and/or maintains certain horses at Ledyard and permits certain horses to enter and be ridden upon the Property (the "Horses"). In addition, Ledyard permits individuals to ride on and school at (including jumping cross-country jumps and other obstacles) the Property. As used herein, the word "horse" shall include horses and ponies of every kind. The Participant wishes to ride and/or work with one or more of the Horses at Ledyard and/or at such other places as Ledyard conducts its activities, including but not limited to horse shows, clinics, schooling sessions and the like conducted on or off of the premises. **Ledyard will not permit the Participant to work with or ride any horse on the Property without the execution of this release and indemnification, which is of material significance to Ledyard.** The Participant (and the Participant's Parents) hereby acknowledges and agrees that the activities contemplated hereby are "equine activities," that Ledyard is an "equine professional" and/or an "equine activity sponsor," and the Participant is a "participant" all as defined by Massachusetts General Laws Chapter 128, Section 2D.

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

- Inherent Risks.** The Participant (and the Participant's Parents) acknowledges and understands that horses and activities related to horses are inherently dangerous and 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 on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions and subsurface 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 his or her ability. Despite these inherent risks, the Participant has chosen to ride and work with and around the Horses (the "Activities") (and the Participant's Parents have agreed to allow the Participant to engage in the Activities).
- Participant's Representations.** The Participant (and the Participant's Parents) hereby warrants and represents that the information contained on the attached Participant Information sheet is true and accurate in all respects and that the Participant is competent and capable of safely working around and riding the horse he or she intends to utilize. If the Participant is riding or working with any horse owned or provided by Ledyard, the Participant (and the Participant's Parents) further warrants and represents that: (a) the Participant (and the Participant's Parents) has been familiarized with the horse with which the Participant is working and/or riding, including but not limited to the characteristics of the particular horse and its suitability to participate in equine activities; (b) the Participant (and the Participant's Parents) has been given the opportunity to inspect, observe and ask questions about such horse; and (c) the Participant (and the Participant's Parents) has voluntarily chosen, and desires that the Participant be permitted, to ride such horse. The Participant (and the Participant's Parents) acknowledges that Ledyard has relied and may continue to rely on such representations.
- Instructions and Authorization.** The Participant (and the Participant's Parents) agrees to follow the instructions of Ledyard at all times and not to undertake any activity which Ledyard has not specifically authorized. In no event shall Ledyard be held liable for any injury to or death of the Participant (or the Participant's Parents) due to the Participant's (or the Participant's Parents) non-compliance with the instructions of Ledyard or the Participant's (or the Participant's Parent's) actions which have not been specifically authorized by Ledyard in each instance.
- Equipment.** The Participant shall be responsible for providing all equipment necessary for engaging in the Activities. The Participant (and the Participant's Parents) acknowledges and understands that the equipment used in connection with the Activities is given to wear and tear. The Participant (and the Participant's Parents) agrees to use the utmost care at all times while at Ledyard and to carefully inspect all equipment for evidence of defects or breakage. In the event that the Participant (or the Participant's Parents) locates any defects or breakage in any equipment owned or utilized by Ledyard, he or she shall immediately notify Ledyard. Ledyard has not undertaken to inspect any equipment and it shall be the Participant's (and the Participant's Parents) sole responsibility to check all equipment before using it. In no event shall Ledyard be held liable for any injury to or death of the Participant (or the Participant's Parents), or the horse owned or utilized by the Participant, caused by any defect in any equipment, whether or not such equipment is owned, utilized and/or provided by Ledyard.
- Helmets.** The Participant (and the Participant's Parents) hereby acknowledges that he or she has been warned of the dangers involved in failing to wear protective headgear and that Ledyard **REQUIRES** all individuals to wear ASTM-SEI approved protective headgear at all times when mounted. The Participant (and the Participant's Parents) hereby specifically remises, releases and forever discharges and by this Agreement does for him or herself and his or her heirs, executors and administrators, remise, release and forever discharge Ledyard 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 he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant resulting from the failure of the Participant to wear protective headgear, properly fitted and secured.

6. Condition of the Land. The Participant (and the Participant's Parents) understands and acknowledges that the Participant may be working in the stable area as well as in the arenas, fields, pastures, trails and other land located at Ledyard or which Ledyard has permission to use (collectively, the "Land") and that the Land presents certain hazards of which Ledyard may be or should be aware. The Participant (and the Participant's Parents) specifically agrees to hold Ledyard harmless from any injury or death arising from the conditions of the Land. Ledyard has not undertaken to inspect Ledyard for hazards which may exist on the Land and has not undertaken to warn the Participant (or the Participant's Parents) of any hazards which may exist on the Land. It shall be the Participant's (and the Participant's Parents) sole responsibility to carefully inspect the Land for any hazards prior to undertaking any activity.

7. Release. The Participant (and the Participant's Parents) agrees that he or she shall not hold Ledyard liable for any injury to or death of the Participant (or the Participant's Parents) resulting from or related to his or her involvement in equine activities and/or the Activities. The Participant (and the Participant's Parents) hereby remises, releases and forever discharges Ledyard for him or herself and his or her 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 he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant (or the Participant's Parents) caused by or in any manner related to equine activities and/or the Activities.

8. Indemnification. The Participant (and the Participant's Parents, jointly and severally) further indemnifies, agrees to defend with counsel acceptable to Ledyard and holds Ledyard harmless for any injury or damage caused by the Participant or the horse owned or utilized by the Participant (or by the Participant's Parents) to any person, property of any person or Ledyard, including but not limited to damage or injury to any person, the Horses, any other horses which may be at Ledyard from time to time, and any personal or real property.

9. Acknowledgment of Warnings. The Participant (and Participant's Parents) hereby acknowledges that he or she has been warned about the risks related to equine activities and the Activities. The Participant (and the Participant's Parents) has had the opportunity to ask questions of Ledyard and is satisfied that he or she understands the risks involved in equine activities and the Activities. By his or her execution of this Release and Indemnification, the Participant (and the Participant's Parents) agrees to be bound by and comply with the terms hereof and acknowledges that he or she wishes to engage in equine activities despite the risks and potential dangers involved. The Participant (and the Participant's Parents) has not relied on any representations, statements or warranties of Ledyard other than those specifically set forth herein.

10. Consent to Emergency Medical Care. In the case of any injury to the Participant (or the Participant's Parents) while on Ledyard and/or riding the Horses, the Participant (and the Participant's Parents) hereby authorizes Ledyard and any agent, employee and/or partner thereof, to seek medical care and attention for the him or her, including but not limited to arranging for an ambulance to take the Participant (or the Participant's Parents) to any medical care facility, transporting the Participant (or the Participant's Parents) to any medical care facility and consenting to treatment, medication and/or surgery for the Participant (or the Participant's Parents). The Participant (and the Participant's Parents) acknowledges that he or she shall be solely responsible (or, in the case of a minor, that the Participant and the Participant's Parents shall be jointly and severally responsible) for the payment of any medical costs and expenses incurred on behalf of the Participant (or the Participant's Parents) and hereby indemnifies and agrees to hold harmless Ledyard for any costs incurred by it on behalf of the Participant (or the Participant's Parents).

11. Emergency Veterinary Care. In the event of any injury to or illness of the horse owned, leased, or utilized by the Participant at any time while at the Property, the Participant (and the Participant's Parents) hereby authorizes Ledyard to undertake any veterinary care it may deem necessary or advisable under the circumstances, including but not limited to: providing emergency first aid and care to the Participant's horse, contacting a veterinarian, transporting the Participant's horse to any veterinary hospital or clinic, consenting to surgery, medication or any other procedure deemed necessary or advisable by Ledyard under the circumstances. The Participant (and the Participant's Parents) hereby acknowledges that he or she shall be solely responsible (or, in the case of a minor, that the Participant and the Participant's Parents shall be jointly and severally responsible) for the costs of any such care, medication, services, advice and the like related to veterinary care for the Participant's horse and agrees to indemnify and hold Ledyard harmless from and against any costs incurred by it for the benefit of the Participant's horse. In addition, the Participant (and the Participant's Parents) hereby releases Ledyard from and against any and all liability for any injury or damage to the Participant's horse caused by Ledyard's failure to take any action or election to pursue any course of action which Ledyard deemed reasonable under the circumstances given the facts known to it at the time such decision was made.

12. Waiver of Consortium Claims. If the Participant is a married person, the undersigned spouse by the execution hereof, remises, releases and forever discharges for him or herself and his or her heirs, executors and administrators, Ledyard 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 he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Rider, including but not limited to actions for loss of consortium.

13. Licensing and Insurance - Instructors Only. If the Participant is instructing, schooling, coaching, or otherwise assisting any other person on the Property, the Participant hereby represents and warrants that he or she is duly licensed by the Commonwealth of Massachusetts and that he or she carries insurance naming Ledyard as an additional insured. The Participant further represents and warrants that he or she has the qualifications and training necessary to safely instruct and train students in the discipline of Eventing and while jumping obstacles of the type and nature at Ledyard. **Note: You must, annually, attach copies of your Massachusetts Riding Instructor License and Insurance Policy naming "Ledyard" as an additional insured.**

14. Licensing - All Others. The Participant (and the Participant's Parents) hereby acknowledges that he or she has been advised that riding instructors in The Commonwealth of Massachusetts are required to be licensed by the Department of Agriculture. It shall be

the Participant's (and the Participant's Parents) sole responsibility to confirm that his or her riding instructor is duly licensed. Ledyard makes no representations or warranties as to the licensing of any riding instructor, clinician or other person, including but not limited to those who are permitted to ride and/or teach at the Property.

15. Miscellaneous This Agreement is a Massachusetts contract and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to conflicts of laws principals. The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. The parties intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

Executed as an instrument under seal, as of the _____ day of _____, 200____,

Participant's Signature: _____ **Spouse's Signature:** _____

Participant's Printed Name: _____ *Spouse's Printed Name:* _____

IF PARTICIPANT IS UNDER 18, BOTH PARENTS MUST SIGN BELOW:

Parents' Signatures: _____

Participant's Parents' Printed Name: _____ *Printed Name:* _____

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 RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 2D OF CHAPTER 128 OF THE GENERAL LAWS.

PARTICIPANT INFORMATION

(Please print legibly)

NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: (DAY) _____ **(EVE)** _____

INSTRUCTOR'S NAME: _____

PHONE NUMBER: _____

HEALTH INSURANCE PROVIDER: _____ **POLICY NUMBER:** _____

CONTACT IN CASE OF EMERGENCY

ALTERNATIVE CONTACT

Name: _____ Name: _____
Relationship: _____ Relationship: _____
Address: _____ Address: _____
Home Phone: _____ Home Phone: _____
Work Phone: _____ Work Phone: _____

Describe your experience with horses, including years riding, discipline and frequency:

State any information that you would want us to supply to a medical professional treating you in an emergency:

Name of physician (optional): _____ Phone Number: _____

HORSE INFORMATION:

Registered Name _____ Stable Name _____

Owner's Name, Address and Phone Number

Breed _____ Sex _____ Age _____ Height _____

Allergies _____

Other notable characteristics or requirements: _____

Insurance Agent Name & Number (optional) _____ Policy Number _____

Type of Coverage(s)

Ledyard Farm 82 Walnut Road Wenham MA 01984
Phone:(978) 468-9522 Fax:(978) 468-2772 E-Mail:
webmaster@ledyardfarm.com