



RELEASE AND WAIVER OF LIABILITY

TO BE COMPLETED BY OR FOR EACH RIDER. PLEASE READ CAREFULLY BEFORE SIGNING.

A. Rider Information:

Name (Print): _____

Address (Street/City/State/Zip): _____

Date of Birth ____/____/____

Phone Number: _____

Does Rider have physical and/or mental health conditions, problems or disabilities which may affect his or her safety or ability to ride a horse? (circle) No / Yes If yes, describe: _____

B. Activity Risk Classification:

RIDER UNDERSTANDS THAT: Horseback riding is a hazardous activity containing numerous inherent, obvious and non-obvious risks that always present themselves in such activity, despite all safety precautions. Related injuries can be severe, resulting in more lasting residual effects than injuries from other activities. Horses are unpredictable and participation in activities in the presence of horses always involves an element of risk. 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.

C. Nature of Riding Horses:

RIDER UNDERSTANDS THAT: No horse is a completely safe horse. Regardless of a horse's training or past experience, a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, stop short, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break, all of which may cause Rider to fall or be jolted, resulting in property damage, personal injury or death. Course Brook Farm is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse or cause it to fall or react in any unsafe way.

D. Rider Responsibility:

RIDER UNDERSTANDS THAT: Upon mounting a horse and taking up the reins, Rider is in primary control of the horse, and Course Brook Farm is not responsible for Rider's actions or inactions. Rider's safety depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the horse. Rider is responsible for his or her own safety and that of an unborn child if Rider is pregnant. Pregnant women should ride horses only under the advice of their physician. Course Brook Farm advises pregnant women not to ride horses.

E. Protective Equipment/Headgear Requirement:

RIDER UNDERSTANDS THAT: As a condition to riding any horse, Rider is required by Course Brook Farm to wear and utilize all protective clothing and equipment, including protective headgear and proper riding shoes with heels, at all times while mounting, riding and dismounting horses. Rider's protective headgear must meet or exceed ASTM (American Society for Testing and Materials)/SEI (Safety Equipment Institute) standards for equestrian use and carry the SEI tag. The headgear and harness must be secured, properly fitted and fastened at all times while mounting, riding and dismounting horses. If Rider is in violation of

this requirement at any time, Rider must immediately discontinue riding until such headgear is properly in place.

F. Indemnification and Liability Release:

RIDER AGREES THAT: In consideration of Course Brook Farm allowing Rider’s participation in this activity on its premises, I, Rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, shall forever save, hold harmless, defend, and indemnify Course Brook Farm (doing business under its own name or any other name), its affiliates, and its respective owners, officers, directors, employees, representatives, agents, shareholders, members, insurers, assigns and others acting on its behalf (each, a “Released Party”), from any and all claims, liabilities, demands, suits, damages, costs, expenses and causes of action (each, a “Claim”), including the negligence of a Released Party, whether the same be known or unknown, anticipated or unanticipated, economic or non-economic, arising out of Rider’s or Rider’s child’s use of, or presence upon, Course Brook Farm’s property, facilities or horses. Rider shall bring no Claims against any Released Party resulting from or arising out of any loss, damage, injury, loss of life or property damage, sustained by Rider or Rider’s minor child arising out of the use of, or presence upon, Course Brook Farm’s property, facilities or horses.

G. Governing Law:

RIDER AGREES THAT: This Release and Waiver of Liability is non-assignable and non-transferable, and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles.

RIDER STATEMENT OF AWARENESS

I, the undersigned Rider, being of sound mind and not under the influence of alcohol, drugs or other intoxicants, have read and understand the foregoing Release and Waiver of Liability. I/we further attest that all stated facts concerning Rider are true and accurate.

Electronic Signature (e-Signature): You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you and Course Brook Farm. You understand and agree that your e-Signature executed in conjunction with the electronic submission of this form shall be legally binding and such transaction shall be considered authorized by you.

I Consent

**I Decline

***If you decline, a completed release and waiver of liability form with rider’s or guardian’s hand-written signature must be submitted in hard copy prior to riding on Course Brook Farm property.*

Signature of Rider: _____ **Date:** _____

Signature of Parent / Guardian
(If Rider is a Minor): _____ **Date:** _____