

## HORSE AND RIDER CONNECTION

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

\_\_\_\_\_ (hereinafter referred to as "Participant"), and  
[Print Name of Participant]

\_\_\_\_\_  
[Print name of Participant's parent/legal guardian if Participant is a minor],

hereby agree to the terms of the following Release of Liability, Assumption of Risk, Waiver of Claims, and Indemnity Agreement ("Agreement") which shall apply to Participant's participation in any activities, including but not limited to, riding, handling horses, providing or assisting in the provision of care to horses, and participating in equine events ("Equine Activities"), at the Horse and Rider Connection facility, a Maine 501(c)(3) non-profit ("HARC"), or sponsored by HARC .

#### IMPORTANT NOTICE

**By signing this agreement you are giving up certain legal rights, including the right to recover damages in case of injury, death, or property damage, arising out of your riding or use of horses and/or participation in Equine Activities at HARC's facility or at Equine Activities or Equine Events sponsored by HARC, including injury, death, or property damage arising out of the negligence of you or HARC. Read this agreement carefully before signing it. Your signature indicates your understanding of and agreement to its terms.**

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the "inherent risks of equine activities" means those dangers and conditions that are an integral part of Equine Activities, including, but not limited to:

- The propensity of a horse to behave in ways that may result in damages to property or injury, harm or death to persons on or around the horse. Such equine behavior includes, but is not limited to, bucking, shying, kicking, running, biting, stumbling, rearing, falling and stepping on;
- The unpredictability of horse's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- Collisions with other equines or objects;
- Unpredictable or erratic actions by others relating to equine behavior.
- Scratches or other injury from stalls or enclosures;
- Scratches or other injury from grooming tools and other equine equipment and tack;
- Allergic reactions to animals, hay, or other allergens;
- Tripping in holes or on materials or equipment; and
- Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

**WARNING**

Under Maine law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.

I hereby specifically forever waive and release HARC and its officers, directors, employees, volunteers and agents from any liability for injury or property damage arising out of the inherent risks of Equine Activities or participating in a stable environment and/or with horses, as well as from the negligence of HARC, its officers, directors, employees, volunteers and agents.

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at HARC, there will not be a nurse on the premises and HARC and its principals, employees, volunteers and agents bear no responsibility for my health or medical care.

I agree to indemnify, save and hold harmless HARC and its officers, directors, employees, volunteers and agents from and against any loss, liability, damage, attorneys' fees, or costs, arising out of or in any way connected with (i) my presence or participation at HARC's facility, or at Equine Activities or Equine Events sponsored by HARC, (ii) contagious disease carried by equines brought by me to HARC or to an Equine Activity or Equine Event sponsored by HARC, or (iii) any acts or omissions of HARC and its officers, directors, employees, volunteers and agents.

I further acknowledge and agree that I am responsible for any injury, loss or damage to any equines, vehicles or other equipment that I bring to any Equine Events or Equine Activities at or sponsored by HARC.

By signing this Agreement, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the Equine Activities or Equine Events at HARC's facility or sponsored by HARC, without restriction, without liability to HARC and its officers, directors, employees, volunteers and agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**If under 18 years of age, a parent or legal guardian must sign:**

Parent/Legal Guardian \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_