

Release of Liability Agreement

THIS AGREEMENT CONTAINS A FULL RELEASE OF ALL LIABILITY AND SHOULD BE CAREFULLY READ PRIOR TO SIGNING. A SIGNED RELEASE IS REQUIRED TO PARTICIPATE IN ALL HORSEBACK RIDING, HORSE CARE AND ALL OTHER HORSE RELATED ACTIVITIES WHILE AT MOUNTAIN LANE FARM OR AT LOCATIONS SERVICED BY MOUNTAIN LANE FARM WITHIN THE STATE OF NEW HAMPSHIRE.

This Release of Liability Agreement is made this _____ day of _____, 20__, between Mountain Lane Farm (hereinafter referred to as the "Farm") and _____, (hereinafter referred to as the "Participant"), and if the Participant is a minor, the Participant's parent of legal guardian, _____. This release of Liability is given in exchange for the use today, and on all future dates, of the property, facilities, services and horses of the Farm. The Participant, his/her heirs, assigns, and legal representatives (collectively referred to as "the Participant"), hereby expressly agree to the following:

- 1. The Participant expressly acknowledges, and understands and agrees that horseback riding, horse related instruction, the care and maintenance of horses and the activities related thereto engaged in at the Farm or at Farm supervised activities at other locations in New Hampshire involve some inherent risk and involve the risk of serious injury and/or death and/or property damage.**
- 2. The Participant acknowledges, understands and agrees that the behavior and temperament of horses are unpredictable.**
- 3. The Participant attests that he/she does not have any physical condition or limitation which would prevent him/her from participating in the activities engaged in at the Farm or at Farm supervised activities at other locations in New Hampshire. It is the responsibility of the Participant to carry full and complete insurance coverage on him/herself, the Participant's personal property and on his/her horse, if applicable.**
- 4. The Participant agrees to assume full responsibility for any and all risks involved in or arising from Participant's use of and/or presence upon the Farm's property and facilities or at Farm supervised activities at other locations in New Hampshire including, without limitation, the risks of death, bodily injury, personal injury, property damage, falls, kicks, bites, collisions with vehicles and/or horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence of the Farm or any agents, servants or employees thereof or of another person during the course of the Participant's horseback riding, horse related instruction, care and the activities related thereto while at the Farm or Farm supervised activities at other locations in New Hampshire.**
- 5. The Participant agrees to release the farm and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees from any and all loss, damage, cost, including medical costs and all other liability whatsoever suffered by the Participant and agrees not to sue them on account of or in connection with the Participant's horseback riding, horse related instruction, care and the activities related thereto while at the Farm or at Farm supervised activities at other locations in New Hampshire.**

6. The undersigned expressly agrees that the foregoing Release and Waiver of Liability is governed by the State of New Hampshire and is intended to be as broad and inclusive as is permitted by New Hampshire Law, and that in the event any portion of this release is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of this release shall not be affected or impaired in any way and shall continue in full legal force and effect.

7. I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS AGAINST THE FARM. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO RECOVER DAMAGES AGAINST MOUNTAIN LANE FARM, IN CASE OF INJURY OR DEATH OF THE ABOVE PARTICIPANT.

Signature of Participant or Parent

Date

Name of Rider

Address

Address

Phone Number

MOUNTAIN LANE FARM
11 STONE LANE
TEMPLE, NH 03084
603-554-7217

BY: _____

Heather White (owner)

Date