

DERBY TALK FARM
57 Meditation Lane, Atkinson, NH 03811

RELEASE OF LIABILITY

ATTENTION!

**UNDER NEW HAMPSHIRE LAW, A PARTICIPANT IN EQUINE ACTIVITIES
ASUMES THE RISK OF ANY INJURY, DAMAGE OR DEATH AND ANY LEGAL
RESPONSIBILITY THAT MAY OCCUR TO PARTICIPANT RESULTING FROM THE
INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES.**

Pursuant to R.S.A. 508:19, equine professionals are not liable for damages resulting from the inherent risks of equine activities

This RELEASE OF LIABILITY is made and entered into on this _____ day of _____ by and between DERBY TALK FARM hereinafter designated FACILITY and _____ hereinafter designated RIDER; and if, rider is a minor, RIDER'S parent or guardian, _____. In return for the use, today and on all future dates of the property, facilities and services of the Facility, the Rider. His/Her assigns, and legal representatives. Hereby expressly agrees to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage on this horse, personal property, and himself/herself.
2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horse or stationary objects, fire and explosion, the unavailability if emergency medical care or the negligence or deliberate act of another person.
3. Rider agrees to hold the Facility and all its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, freelance contractors, and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, cause of injury, cause of action, injuries, damages, costs or expenses arising out of Riders use of or presence upon FACILITY PROPERTY, including, without limitation, those based on death, bodily injury, property damage, including consequential damages.
4. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction, (e.g. Calif. Civil Code 15:42) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the position giving the release does not know or suspect to exist at the time of executing the release.
5. Rider agrees to indemnify and defend Facility against, and holds harmless from, any and all claims, causes of action, damages. Judgments, cost or expenses, including attorney fees which in any way arise from Riders use of or presence upon the property and the Facility.
6. Rider agrees to abide by all the Facilities rules and Regulations.
7. If Rider is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. If the horse incurs ailment and infection spreads to surrounding horses due to willful neglect the Rider is responsible for any and all vet bills incurred by involved

horses and horse owners. Facility reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.

8. This contract is non-assignable and non-transferable and is made and entered into the state of New Hampshire, and shall be enforced and interpreted under the laws of this state. Should any cause be in conflicts with state law, then that clause is null and void. When the Facility and Rider and Riders parent or guardian, if Rider is a minor, sign this contract it will then be binding on both planes, subject to the above terms and conditions.

Date: _____
Rider's Name: _____
Rider's Signature: _____
Rider's Address: _____

Home Phone: _____
Cell Phone: _____
Email: _____

If a Minor:

I CERTIFY THAT I AM THE PARENT OR GUARDIAN OF _____
AND THAT I HAVE READ THE ABOVE WAIVER OF LIABILITY WITH MY CHILD. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY AND ALL INJURIES, DAMAGES OR OTHER DETRIMENTAL RESULTS THAT MAY OCCUR TO MY CHILD WHILE ON THE PREMISE OF DERBY TALK FARM AND/OR ON HORSES. I HAVE HEALTH INSURANCE THAT WILL COVER MY CHILD IN THE EVENT OF INJURY. I AGREE TO INDEMNIFY FOR ANY AND ALL COST INCLUDING ATTORNEYS' FEES THAT DERBY TALK FARM MAY INCUR SHOULD MY CHILD EVER MAKE ANY CLAIMS AGAINST DERBY TALK FARM.

DATED: _____ Parent/Guardian _____

DATED: _____ Parent/Guardian _____

I have advised _____ that this document is a release of liability and have checked to make sure that he/she has read this document and understands the nature of this document and that he/she is signing this document of his/her own volition.

Witness: _____