

# Walnut Hollow Farm

Walnut Hill Road  
Amherst, NH 03031  
(603) 673-6406

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This **Release and Waiver of Liability and Indemnity Agreement** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between \_Walnut Hollow Farm, hereinafter referred to as the "Farm", and \_\_\_\_\_, hereinafter referred to as the "Participant", and if the Participant is a minor, Participant's parent or legal guardian, \_\_\_\_\_. In return for the use today and on all future dates of the property, facilities, services, and horses of the Farm, or the property, facilities and services of the Farm if Participant provides his/her own horse (as described below), 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, understands and agrees that the activities engaged in at the Farm 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 is 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. It is the responsibility of the Participant to carry full and complete insurance coverage on his/her horse, personal property and him/herself.
4. Participant agrees to assume full responsibility for **any and all risks involved in or arising from Participant's use of or presence upon the Farm's property and facilities** including, without limitation but no limited to, 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 or deliberate act of the Farm or any agents, servants or employees thereof or of another person.
5. Participant agrees to hold the Farm and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and hereby release, waive and discharge them from all liability whatsoever and **agrees not to sue** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon the Farm's property and facilities whether caused by the negligence of the Farm, including consequential damages.
6. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the releasee does not know or suspect to exist at the time of executing the release.

7. Participant agrees to indemnify, and defend the Farm against, and hold it harmless from, any and all claims, causes of action, loss, liability, damages, judgments, settlements, costs or expenses, including attorney's fees, which in any way arise from Participant's use of or presence upon the Farm's property and facilities, including any negligence on the part of the Farm.
8. Participant agrees to abide by all of the Farm's rules and regulations.
9. If Participant is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. The Farm reserves the right to refuse a Participant to ride his/her horse on the Farm's premises if the Farm deems the horse is not in proper health or is deemed dangerous or undesirable.
10. This **Release and Waiver of Liability and Indemnity Agreement** is made and entered into the State of New Hampshire, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause shall not affect the validity of any other clause. When the Farm and Participant and/or Participant's parent or legal guardian, if Participant is a minor, sign this Release and Waiver of Liability and Indemnity Agreement, it will then be binding on both parties, subject to the above terms and conditions.

**The undersigned has read and voluntarily signs the Release and Waiver of Liability and Indemnity Agreement**, and further agrees that no legal representations, statements or inducements apart from the foregoing written agreement have been made.

**PLEASE READ CAREFULLY BEFORE SIGNING!**

I acknowledge and understand that engaging in an equine activity is an inherent risk and is aware that there are dangers and conditions, which are an integral part of an equine activity. Therefore, under **RSA 508:19 of the New Hampshire Equine Activity Statute**, the Farm, its agents, assigns, successors, officers, directors or employees "shall not be liable for an injury or the death of a participant resulting from the inherent risks of equine activities, and no participant or participant's representative shall make any claim against, maintain an action against, or recover from any other person for injury, loss, damage or death of a participant resulting from any of the inherent risks of equine activities. Each participant shall have the sole responsibility for knowing the range of his or her ability to manage, care for, and control a particular equine or perform a particular equine activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular equine at all times while participating in an equine activity, to heed all posted warnings, and to refrain from acting in a manner which may cause or contribute to the injury of any person."

**X** Rowena McMahon  
Walnut Hill Farm (or authorized agent) Signature

**X** \_\_\_\_\_  
Participant's (or authorized agent) Signature

**X** \_\_\_\_\_  
Participant's Parent/Legal Guardian (if a minor)

Address & Telephone Number of Participant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Description of Horse (if applicable):

\_\_\_\_\_

\_\_\_\_\_