



## UpReach Therapeutic Equestrian Center, Inc.

153 Paige Hill Road, Goffstown, NH 03045

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### RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This release and waiver of liability and indemnity agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between UpReach Therapeutic Equestrian Center Inc. (herein after referred to as the "farm") and \_\_\_\_\_ (herein 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 assigns, and legal representatives (collectively referred to as the "participant") hereby expressly agrees to the following:

1. The participant expressly acknowledges, understands, and agrees that the activities engaged in at the farm involves 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 that 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, but not limited to, the risks of death, bodily injury, personal injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the availability of emergency medical care or the negligence of the farm or any agents, servants or employees thereof or another person.
5. Participant agrees to hold the farm and all of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees and agents complete 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 actions, injuries, damages, costs or expenses arising out of participants use of or presence upon the farm's property and facilities whether or not caused by the negligence of the farm, including claims for consequential damages.
6. Participant agrees to indemnify, and defend the farm against, and hold it harmless from any and all claims, causes of action, loss and liability, damages, judgments, settlements, costs or expenses, including attorney's fees, which in any way arise from or are caused in whole or in part by participants actions, inactions, participant's property and/or horse(s), family and/or guests use of or presence upon the farm's property and facilities, including any negligence on the part of the farm.

- 7. Participant agrees to abide by all of the farm's rules and regulations.
- 8. 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.
- 9. This Release and Waiver of Liability and Indemnity Agreement is made and entered into in 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 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 oral representations, statements or inducements apart from the foregoing written agreement have been made.

By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_\_\_  
*(Participant's Signature or Parent/Legal Guardian)*

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**EMERGENCY CONTACT**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_