

PARTICIPANT'S RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

In consideration of my being provided equine activities and allowed access and use, today and on all future dates of the property, facilities and services for equine and other activities owned and managed by the Town of Barre and the Barre Riding and Driving Club, (hereinafter collectively referred to as MANAGER), the Rider, his heirs, assigns, and legal representatives, hereby expressly agrees to the following:

1. I agree to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND/OR FACILITIES and to hold Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and I AGREE NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of my use of or presence upon Manager's property and facilities, including without limitation bodily injury, property damage, the risks of death, including consequential damages, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. It is my responsibility and/or the owner of the horse's responsibility to carry full and complete liability insurance coverage on horse, personal property and himself. I agree to indemnify and defend Manager and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from my use of or presence upon the Manager's property and facilities. I agree to pay reasonable attorneys and expenses incurred by any and all persons benefiting from this document incurred in defending any action I bring against them in violation hereof.

2. I certify that I am fully capable of participating in this activity; therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death and loss of personal property and expenses thereof as a result of those inherent risks and dangers and my negligence in participating in this activity.

3. I agree to abide by all of Manager's rules and regulations. Manager, its management staff, employees, instructors and trail masters reserve the right, at their sole and absolute discretion: (1) to cancel any event or make alterations in the itinerary as they deem necessary and/or appropriate; (2) to refuse to accept or retain any person for participation in any ride; and (3) terminate the participation of any person and any program who does not appear capable of handling the program without danger to the horse or other persons. This activity entails risks of injury to participants and a risk of injury to spectators or third parties.

4. If I am using my horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable. I must present a negative coggins upon every entrance upon Manager's land.

5. **USE OF HELMET. It is mandatory that all riders under the age of 18 MUST wear a helmet and it is recommended that all other riders wear a helmet. I assume all helmet-related risks, including, but not limited to, the risk of injury if I don't wear a riding helmet.**

6. I agree that I am riding at my own risk. I understand that horseback riding can involve being in remote areas for extended periods of time, far from communication, transportation and medical facilities. That these areas may have natural hazards which management cannot anticipate, eliminate, modify, or control, and accidents can happen to anyone at any time. Some activities may involve dangers which arise from a great variety of terrain and conditions including steep ascent, meadows, winding forest paths, obstacles, change of terrain and surface on short notice, water, swamp, presence of other animals and the like. Certain risks cannot be eliminated without destroying the unique character of this activity.

Initials

The same elements that contribute to the unique character of this activity can cause loss or damage of equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. In all instances, I am responsible for applying common sense.

7. This release and agreement applies not only to present claims but also to future claims and future equine activities, unless and until it is revoked in writing. A revocation applies only to claims that accrue after the date of revocation from incidents that occur after the date of revocation. I understand that I am not allowed to enter any land of any person unless this document is in full force and effect without alteration, amendment or change. No person has the authority to alter, amend, or change the provisions of this document insofar as they benefit or might benefit the released person.

If a guardian of a person lacking legal capacity to contract sign this document, the signing person represents and warrants that he has the legal authority to bind the person on whose behalf he signs.

This document is executed as the entire agreement of the undersigned as to the subject matter hereof under Massachusetts law as a sealed instrument.

WARNING

Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY, I MAY HAVE NO RIGHTS TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST MANAGER, ITS OFFICERS, DIRECTORS, AGENTS, HEIRS, SUCCESSORS, ASSIGNS, EMPLOYEES, ASSOCIATES.

PLEASE READ THIS DOCUMENT CAREFULLY AND DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND IT.

_____ Dated _____
(signature of individual rider)

(printed name of rider)

_____ Dated _____
(signature of parent/guardian for participants under 18 years of age)

BRDC reserves the right to keep and use any likenesses captured during this event for public relations purposes.