

General Release, Hold Harmless, and Indemnity Agreement for Equine and Related Activities

Horse Facility: Chesley Brook Stables located at Green Acres Stables

174 Drew Rd, Madbury, NH 03823

603.738.6490

Brittany@chesleybrookstables.com

www.chesleybrookstables.com

Rider's Information

Name: _____

Address: _____

Telephone: _____ Email: _____

Parent or Guardian's Information (If rider is a minor)

Name: _____

Address: _____

Telephone: _____ Email: _____

This agreement is made between Chesley Brook Stables, Inc (hereinafter "Horse Facility") and the Rider or Rider's Parent or Guardian if Rider is a minor (hereinafter "Parents or Guardians"). In exchange for the use and enjoyment of Horse Facility's property, services, training, skills, animals, or facilities today and for all future dates, whether for fee or not, Rider and Rider's Parents or Guardians on behalf of Rider, each and their heirs assign hereby release, hold harmless, and indemnify Horse Facility, its agents, employees and assigns for any and all activity in any way related to equine activities, including but not limited to any activity for which the Rider and/or Parents or Guardians may be present on Horse Facility's premises, including as a spectator.

1. If only one Parent or Guardian signs this agreement, that Parent or Guardian represents that they have the authority to sign on behalf of and thereby bind both Parents or Guardians.
2. Rider and Parents or Guardians agree to abide by all rules and regulations of the Horse Facility.
3. Rider and Parents or Guardians agree to carry insurance on their personal property and on themselves.
4. Rider and Parents or Guardians understand and agree that horseback riding in all respects (including but not limited to jumping fences and other obstacles, steep and rough terrain, etc.) can be a very dangerous activity, and they agree nevertheless to participate.
5. **Rider and Parents or Guardians agree that any scheduled riding lessons that are not cancelled with at least a 24 hour notice will be subject to the full lesson fee being due.** I understand and agree to the lesson cancellation policy.

_____ (Initials)

6. Rider and Parents or Guardians agree that any work done by them without monetary compensation in and around the Horse Facility does not make them employees or agents of the Horse Facility.
7. Rider and Parents or Guardians agree that they are voluntarily participating in activities at the Horse Facility and are under no compulsion to do so. Rider and Parents or Guardians assume and accept any and all risks involved in or in any way arising from their use of, or presence upon, the property and facilities and the services of the Horse Facility, including but not limited to bodily injury, death, property damage, and the unavailability or emergency medical care or any other loss or damage, even if the method of injury or loss or the nature and extent thereof are not contemplated at the time of signing this agreement.
8. If emergency medical care is required for a minor Rider while at the Horse Facility, and if permission to administer medical attention is not available in a timely manner, Rider's Parents or Guardians authorize appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician, or the medical treatment facility.
9. Rider and Parents or Guardians acknowledge that by this agreement, the Horse Facility's rights will extend to those under RSA 508:19 and beyond to the greatest extent permitted by New Hampshire Law.
10. By signing this document, Rider and Parents or Guardians agree not to bring any claim of any kind whatsoever against the Horse Facility, its agents, employees and assigns, arising out of any and all activity in any way related to equine activities, including but not limited to any activity for which the Rider and or Parents or Guardians may be present on Horse Facility's premises, including as a spectator. In addition, they agree to hold Horse Facility harmless and indemnify it from any such claims that may be brought, and that such indemnity will extend to any amounts for which Horse Facility may be liable, including attorney's fees and costs.
11. Notwithstanding anything contained within, Rider and Parents or Guardians understand that this agreement is intended to and does extend to claims of any kind, including the negligence of the Horse Facility, its agents, and employees whether allegedly due to their actions or the actions or negligence of third parties. By signing this agreement, Rider and Parents or Guardians understand that the Horse Facility, its agents, and employees will not be responsible for the consequences of their own negligence.
12. This agreement constitutes a contract 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 herein be declared invalid by a New Hampshire court, all other clauses shall remain in full force and effect.

Rider

Rider's Parent(s) or Guardian

Authorized Signature

Authorized Signature

Date

Date