

North Gate Farm

999 Concord Road, Sudbury, MA 01772
978-443-0999



RELEASE AND INDEMNITY AGREEMENT

For the purpose of this agreement it is understood that wherever the words “NGF Group” are used it includes Marlborough Equestrian Center II, Inc., DBA North Gate Farm, DBA Happy Hooves Equestrian Day Camp, the landowners, the corporation PLL, LLC., and all associated persons, representatives, heirs, dependents, guests, employees, all animals, provided equipment, staff or volunteers, stable owners, trainers, independent contractors, guests, heirs, representatives, employees, and any other individual related directly or indirectly to the ownership, operation or management of the horse facility and/or corporation.

The “undersigned persons” are agreeably defined as the parents or guardian of the rider, the rider, an owner, student, contestant, spectator, employee, staff, volunteer, independent contractor, guest and their respective executors, administrators, attorneys, agents, representatives, heirs and assigns.

As the undersigned, I/we recognize that all equestrian related activities are extremely dangerous, that accidents involving horses are frequent, that horses are unpredictable by nature, that the condition of the land is often hazardous, and that ring footing and other riding terrain and surfaces is rarely perfect. In light of this knowledge, I/We undertake full responsibility for all harm that comes to me/us and my/our stock and all of my/our associates including any loss of consortium. With full knowledge of the inherent risks involved, I/we release the hereinabove named NGF Group and affiliated persons from any and all responsibility for accidents, death and/or injuries.

By signing this agreement I hereby indemnify and agree to hold harmless NGF Group from liability for any accidents or injuries sustained by me, my employees, heirs, representatives, dependents, animals or guests. Signing this release implies that I/we have adequate medical and liability insurance protection and that the NGF Group will assume no expense or responsibility for horse, rider and the undersigned. Losses occasioned by the injury or death of rider, spectator or horse is agreed to be covered by the insurance of the undersigned and it is further agreed that the undersigned, heirs, representatives, dependents, or guests shall have no right or action against the NGF Group or any of their insurance carriers.

If a person is under eighteen (18) years of age, the signature of the parent or guardian indicates the acceptance of responsibility of said parent or guardian and release of liability of the NGF Group.

If damage is caused by or to the undersigned’s horse or horses (including but not limited to escape from enclosures), the undersigned takes full responsibility for damages to persons, property, or other horses and agrees to indemnify NGF Group and affiliated persons against liability for such damages.

The undersigned fully agrees to indemnify NGF Group and affiliated persons against any liability for physical loss or injury, or damage causing death, or making destruction necessary to horse while in NGF Group care.

It is understood and agreed that the NGF Group assumes no responsibility for personal property of the undersigned, horse owner, rider or their guests and said property is stored on the premises at the sole risk of the undersigned, horse owner or rider.

Initial ____

Rider Name: _____ Date: _____

The undersigned attest and swear that they are fully aware that there exists a valid and enforceable equine activity limiting liability statute in the Commonwealth of Massachusetts. The undersigned fully and completely understand and comprehend that were it not for their full agreement to hold NGF Group harmless for injuries, harm, loss of consortium, or even death resulting from the inherent and intrinsic dangers associated with horse related activity, the NGF Group would not provide these services or activities.

Under Massachusetts General 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 Chapter 128, Section 2D of the General Law.

The undersigned fully and unconditionally agree to assume the *inherent risks and intrinsic dangers* associated with equine activity including, but not limited to the following:

1. The propensity of a horse to behave in ways that may result in injury, harm or death to persons on or around them (the powerful and potentially dangerous and destructive ways in which these large animals can behave can include but are not limited to, bucking, shying, kicking, running, biting, stumbling, rearing, falling and stepping on any person on or near the horse),
2. The unpredictability of the animal’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.
3. The unpredictable or erratic actions by other horses or persons relating to the equine behavior,
4. Certain hazards such as surface and subsurface conditions,
5. Collisions with other animals, objects or persons,
6. The potential for the rider participants or others are events or activities to act in a negligent manner that may contribute to injury to the rider or others, such as failing to maintain control over the animal or not acting within his or her riding ability, and
7. Other unforeseeable or unpreventable accidents or events associated with or a result of horseback riding or being around horses in general.

Important: The undersigned fully attests and swears that they understand the legal concept of negligence (normal carelessness). The undersigned fully agree and consent to waive all claims, actions, causes of actions, and liability stemming from any ordinary act of negligence (including failure to warn) on the part of the NGF Group.

Please be advised: Any child/participant with special needs, social behavior, educational or development issues or physical limitations may be registered only after consultation with the Programs Director and/or NGF Owner to ensure the safety of the child/participant and others. Parents/guardians and the adult participant are responsible for notifying the NGF Group of these special needs and/or physical limitations prior to registration. The undersigned fully attests and swears that they have disclosed any and all limitations of the participant. The undersigned agrees to update the NGF Group should this status change at any time.

Please explain any limitations: _____

Initial __

Rider Name: _____ Date: _____

The undersigned parent or legal guardian of the participant under the age of 18, or the adult rider, that signs this document specifically represents that he/she a) is the proper and authorized person to sign this form; b) understands and acknowledges that he/she is fully responsible for all damages, injuries, death or claims arising from the inherent risks of equine activity, being around horses in general or the ordinary negligence of the NGF Group; c) agrees to indemnify (stand in the shoes of), pay and hold harmless the NGF Group from all awards, judgments, costs, expenses and attorney fees associated with or arising from any claims or litigation that may arise from or are related to the rider's participation in any equine activity; and d) unconditionally promises not to sue or maintain any legal action against, or attempt to make any recovery from, the NGF Group in any civil litigation, mediation, arbitration or alternative dispute resolution proceedings.

PLEASE PRINT ALL INFORMATION CLEARLY

Participant's Name _____ Age _____ DOB _____

Home Address _____ City/State/Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

E-mail Address of person responsible for payment _____

Please complete the following if the PARTICIPANT is a Minor/under Age 18

Parent 1 Name _____ Address _____ City/State/Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

Parent 2 Name _____ Address _____ City/State/Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____

Minor lives with: _____ Parent/Guardian responsible for Payment _____

BY SIGNING THIS FORM YOU ARE GIVING UP CERTAIN IMPORTANT LEGAL RIGHTS AND CLAIMS.

Signing below indicates all pages of this agreement have been read, fully understood and agreed upon.

PARENT OR GUARDIAN MUST SIGN IF PARTICIPANT IS UNDER 18 YEARS OF AGE

Signature of Rider/Parent/Guardian of Rider _____ Date _____

Printed name of Rider/Parent/Guardian of Rider _____