

## RELEASE AND WAIVER OF LIABILITY

***THIS IS A VOLUNTARY RELEASE OF LIABILITY. IT IS ALSO A BINDING ASSUMPTION OF RISK AND INDEMNITY CONTRACT.***

In consideration of my participation in activities with Meredith Neck Farm, LLC, located at 183 Meredith Neck Road in Meredith, New Hampshire (the "host facility"), I, the undersigned, \_\_\_\_\_, on behalf of myself, my representatives, assigns, executors, and heirs (collectively the "Participant"), hereby agree as follows:

FOR ALL PURPOSES HEREIN: AUDITORS AND SPECTATORS ARE CONSIDERED TO BE PARTICIPANTS AND ARE BOUND BY THE FOLLOWING TERMS.

I am aware that participation in animal activities, specifically agricultural/farm animals, including but not limited to: riding, grooming, handling and leading an animal, pose serious risks of injury and/or death to me. I understand that I may be injured as a result of the inherent risks of equine activities (NH R.S.A. 508:19) or the inherent risks associated with handling agricultural/farm animals. I also understand I may be injured as a result of my negligence, the negligence of others, or through no fault of anyone else because of the nature of the activities in which I am voluntarily engaged.

**Auditors/Spectators/Guests:** For all purposes herein, any person, including but not limited to: auditors, spectators and guests, who enter upon the Farm's premises shall be considered participants in equine activities and therefore subject to all the terms of this Release and Waiver and New Hampshire's Equine Liability Act (N.H. R.S.A. §508:19).

FOR PURPOSES of this and all agreements which incorporate this release, a participant shall mean: (1) any person who voluntarily involves or takes part in any activity involving equines, or (2) any person who knowingly enters the proximity of equines or upon an equine property. Participants shall include the following: participants as defined in 508:19(I)(g) **and, without limitation**, adults, minors, amateurs, professionals, volunteers, employees, independent contractors, auditors, spectators, and guests. The definition of participant shall be given the broadest definition possible.

**Release of Liability and Hold Harmless. This shall apply to equine and non-equine related activities conducted at the host facility.**

I hereby fully and forever release, waive and discharge Meredith Neck Farm, LLC, its owners, agents, representatives, assigns and successors (collectively the "Releasees") from any and all claims, demands, actions, or causes of action of any kind, including statutory remedies, which I may or might have against the Releasees, arising from/or by reason of, any and all known and unknown, foreseen or unforeseen, bodily injuries, damage to property, and any consequences therefrom, which Participant may sustain due to Releasees' negligence.

I shall not bring any demand, claim, legal action against and/or sue the Releasees for any economic or non-economic losses due to bodily injury, death, or property damage as a result of the Releasees' negligence.

I hereby agree to indemnify and hold harmless the Releasees from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, including attorney's fees, costs and expenses of any kind, which may be made against them which arise out of my presence at the host facility.

**Assumption of Inherent Risk for Equine Activities.** Participant acknowledges he/she has read and understands the New Hampshire Equine Liability Statute NH RSA 508:19, and he/she agrees that all of its provisions apply to him/her, the Releasees, and this Agreement. \_\_\_\_\_ Initial here.

I fully realize the risks and dangers of participating (which includes auditing) in equine related activities and fully assumes the inherent risks associated with such audit/participation. "Inherent risks of equine activities" means those dangers and conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movements, and unfamiliar objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions (some may not be obvious to me or reasonably not known by the Releasees); (d) collisions with equines or objects; and (e) the potential of another Participant or person to act in a negligent manner that may contribute to injury to me or others, such as failing to maintain control over a horse or not acting within their ability.

**MINORS ARE REQUIRED TO WEAR HELMETS AND APPROPRIATE ATTIRE AT ALL TIMES AND EXECUTE A MINOR LIABILITY WAIVER, INCORPORATED HEREIN BY REFERENCE.**

**Entire Agreement; Construction; Attorney's Fees.** This contract contains the entire understanding of the parties and may be modified only in writing. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of the provisions contained herein. This Agreement shall be interpreted and construed by the laws of the State of New Hampshire. In the event the Releasees retain an attorney to attempt to collect any sums due it hereunder, to enforce any of its rights under this contract or state law, or to defend any action brought against it, should they prevail, they shall be entitled to recover from the other reasonable attorney's fees and costs expended, in addition to any other remedies.

I have carefully read this Release and I fully understand its content. I am aware that this is a Release of Liability, a waiver of legal rights and a contract between myself and the Releasees identified above. I sign this Release at my own free will.

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Signature	Date
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Printed Name and Address