

RELEASE OF LIABILITY

This Release of Liability is made and entered into on this ____ day of _____, 2008 by and between _____ hereinafter designated Manager (or designee) of Sea Horse Farm and _____, Participant/Employee/Student/Rider hereinafter designated Rider; and if Rider is a minor, Rider's parent or guardian, _____. In return for the use, today and on all future dates, of the property, facilities and services of the manager, employee(s), or instructor(s), the Rider and his heirs, assigns, and legal representatives hereby expressly agree to the following:

- 1. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property and himself.
2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON PROPERTY AND FACILITIES including, without limitation but not limited to, the risk of death, bodily injury, property damage, 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.
3. Rider agrees to hold Sea Horse Farm and all of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them on account of or in connection with any presence upon Sea Horse Farm Property and Facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
4. Rider agrees to waive the protection afforded by an statute or law in any jurisdiction in the State of Massachusetts, whose purpose, substance and or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Rider agrees to have read and to abide by all of Sea Horse Farm RULES AND REGULATIONS and Rider is responsible for using protective gear, i.e. hard hat and boots.
6. If Rider is using his/her horse, the horse shall be free of infection, contagious or transmissible disease. Sea Horse Farm reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
7. This contract is non-transferable and is made and entered into the State of Massachusetts, and shall be enforced and interpreted under laws of this state. When the Rider and Rider's parent or guardian, if Rider is a minor, sign this contract, it will then be binding, subject to the above terms and conditions.

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 risk of equine activities, pursuant to Section 2D of Chapter 128 of the general laws."

Rider's Signature (or parent/guardian, if Rider is a minor)

Date

Witness

Date

2008 CAMP W*K RIDING & HORSEMANSHIP LIABILITY release

Rider's Name: _____
Rider's Date of Birth: _____
Parent/Guardian Name: _____
Address: _____
Home Phone: _____
Work Phone: _____

Session Requested: First

Second

Previous Riding Experience: _____

The camper named above has agreed to participate in a Riding and Horsemanship Program. The camp has arranged with Sea Horse Farms, in Harwich, MA to provide the program at their stables. The Program consists of three (3) 2-hour lessons given once a week. The Program will occur as scheduled, regardless of inclement weather. It is unlikely, but possible, that the Program may conflict with other camp activities the camper may want to engage in.

The Camper and Parent/Guardian fully understands that by its nature, riding and handling a horse involves inherent risks of possible injury which cannot be entirely eliminated. As a condition of contracting with Camp Wingate * Kirkland to ride at Sea Horse Farm, it is understood that the Camper and Parent/Guardian assumes all risks in connection with any accident, personal injury or damages. The Camper and Parent/Guardian release Wingate Kirkland Operating LLC, its owners, directors, staff members and all employees from any claims for damage occasioned by such accident, injury or loss.

The Camper agrees to wear appropriate clothing including long pants, shoes or boots with heels, and protective headgear with harness. Protective headgear will be provided by Sea Horse Farm.

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I have read the above Contract and Liability Release and I agree to it in its entirety.

Parent/Guardian Signature: _____ Date: _____

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