

EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name: _____

Address: _____

Telephone: _____

I hereby enter into this agreement in consideration of my / ability and permission to ride OR use any Horse, donkey or mule owned by the Equine Rescue Network at 370 Middleton Road in Boxford, MA.

IMPORTANT NOTICE: BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT THE EQUINE RESCUE NETWORK, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR EQUINE RESCUE NETWORK.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, donkeys and mules, including but not limited to:

- Bites, kicks, abrasions or contusions from horses, donkeys or mules.
- Falling off, dragged or trampled by equines.
- Scratches or other injury from stalls or enclosures.
- Scratches or other injury from grooming tools and other equine equipment and tack.
- Allergic reactions to animals, hay, or other allergens.
- Tripping in holes or on materials or equipment.
- Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.

I hereby specifically forever waive and release Equine Rescue Network and its principals and agents from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of Equine Rescue Network, its principals and agents.

(Initial) _____

By signing this agreement I hereby acknowledge that although there may be supervision during my time spent at Equine Rescue Network, there will not be a nurse on the premises and the Equine Rescue Network and its principals and agents bear no responsibility for my health or medical care. I agree to indemnify, save and hold harmless Equine Rescue Network, and its principals and agents from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at any Equine Rescue Network Facility or related activity or any acts or omissions of Equine Rescue Network, principals or agents.

By signing this Agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities of the Equine Rescue Network, without restriction, without liability to Equine Rescue Network and its principals or agents, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

(Initial) _____

If I am present at or participate in the activities of the Equine Rescue Network, including (but not limited to) the annual Donkey Derby, Donkey Runs/Walks I do so at my own risk, and I hereby acknowledge and agree that Equine Rescue Network, and/or any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my presence or participation.

IMPORTANT NOTE FOR PARENTS: If you are with your young children, it is highly recommended that the distance between you and your child be no more than the child's age. Therefore, if your child is six years old, then make sure your child is less than six feet from you at all times.

Name: _____ Date: _____

Participant's Signature: _____

