

HORSE RIDING, LIABILITY, HOLD HARMLESS, AND INDEMNITY
AGREEMENT

**THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE STATE OF NEW HAMPSHIRE
WARNING**

**UNDER NEW HAMPSHIRE LAW, AN EQUINE PROFESSIONAL, OR ANY OTHER PERSON ENGAGED IN
EQUINE ACTIVITY, SHALL NOT BE LIABLE FOR AN INJURY OR THE DEATH OF A PARTICIPANT RESULTING
FROM THE INHERENT RISKS OF EQUINE ACTIVITIES PURSUANT TO NEW HAMPSHIRE REVISED
STATUTES § 508:19 (2001).**

LEAVITT HILL STABLES LLC
145 SOUTH ROAD
DEERFIELD, NH 03037
(603) 494-5427

Rider's Identification:

Name: _____

Address: _____

Telephone: _____ Age: _____

Email: _____

Parent or Guardian's Identification (for riders under 18 years of age):

Name: _____

Address: _____

Telephone: _____

Email: _____

This agreement is made between LEAVITT HILL STABLES, LLC (hereinafter "STABLE") and Rider or Rider's Parents or Guardian if Rider is a minor (hereinafter "Parents or Guardians"). In exchange for the use and enjoyment of STABLES's property, services, training, skills, animals and/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, and assigns hereby release, hold harmless and indemnify STABLE, 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 may be present on STABLE'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 and Guests agree to abide by all rules and regulations of the horse stable.
3. Rider and Parents or Guardians agree that they are responsible to carry insurance on their personal property and themselves and minors.

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4. Rider and Parents or Guardians and Guests 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 HAZARDOUS activity, and they agree nevertheless to participate.

5. Rider and Parents or Guardians and Guests agree that no horse is a completely safe horse. Horses are larger, more powerful and faster than humans. Horses and humans have limited understanding of each other. If a horse is frightened or provoked it may divert from its training and act according to its instincts which may include stopping short, changing direction or speed at will shifting its weight, bucking, rearing, biting or running from perceived danger.

Rider and Parents or Guardians and Guests acknowledge that there are inherent risks associated with equine activities and Rider and Parents or Guardians expressly assume all risks associated with participating in such activities.

6. Rider and Parents or Guardians and Guests agree that they are voluntarily participating in activities at the STABLE 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 STABLE, including but not limited to bodily injury, death, property damage, and the unavailability of emergency medical care, or any other loss or damage, even if the method of injury or loss or the nature and extend thereof are not contemplated at the time of signing this agreement.

Rider and Parents or Guardians and Guests agree that STABLE is not responsible for partial or total acts, elements of nature or occurrences that can scare a horse cause it to fall or otherwise act in an unsafe manner. Some examples include thunder, lightning, rain, domestic or wild animals, insects, reptiles, unstable or irregular footing, changes in topography, flows of water and changes in flows of water, etc. clipping or grooming of a horse etc. Rider and Parents or Guardians assume and accept any and all risks resulting from such partial or total acts, elements of nature or occurrences.

7. If emergency medical care is required for a minor Rider while at the STABLE, 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. Rider or Rider's Parents or Guardians shall be financially responsible for all costs for such medical attention.

8. Rider and Parents or Guardians agree that Rider shall wear protective headgear which meets or exceeds quality standards of the SIE certified ASTM standards while riding on or being near a horse. Rider and Parents or Guardians agree that Rider shall wear appropriate riding attire including proper footwear with one-inch heels and protective clothing.

9. In the event Rider and Parents or Guardians are using Rider's own horse(s) or horse(s) not owned by STABLE, Rider and Parents or Guardians warrant that the horse(s) is free from infection, contagious or transmittal disease(s). STABLE reserves the right to refuse access to such horse(s) if the horse does not appear to be good health or appears dangerous or undesirable to STABLE.

10. Rider and Parents or Guardians acknowledge that by this agreement, the STABLE's rights will extend to those under RSA 508:19 and beyond to the greatest extent permitted by New Hampshire law.

11. By signing this document, Rider and Parents or Guardians and Guests agree not to bring any claim of any kind whatsoever against the STABLE, its agents, employees and assigns, arising out of any and all

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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 STABLE's premises, including as a spectator. In addition, they agree to hold STABLE harmless and indemnify it from any such claims that may be brought, and that such indemnity will extend to any amounts for which STABLE may be liable, including attorney's fees and costs.

12. Notwithstanding anything contained within, Rider and Parents or Guardians and Guests understand that this agreement is intended to and does extend to claims of any kind, including the negligence of the STABLE, 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 STABLE, its agents, and employees will not be responsible for the consequences of their own negligence.

13. 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 or RIDER'S PARENT(S) OR GUARDIAN (if under 18 years of age)

Rider or Parents/Guardians
(if rider is under 18 years of age)

Rider or Parents /Guardians
(if rider is under 18 years of age)

Name (printed)

Name (printed)

Date _____

Date _____