

WAIVER, RELEASE and HOLD HARMLESS AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, on behalf of myself and, where Rider is under the age of 18, on behalf of my child, and our respective estates, heirs, beneficiaries, administrators, executors and/or trustees (collectively, "I"), hereby waive and release Wind Crest farm. and any public or private landowners over whose land the ride may pass, and their respective parent and affiliated entities and any and all officers, directors, shareholders, partners, members, employees, volunteers, agents, attorneys, predecessors, successors, heirs, beneficiaries, administrators, executors, trustees and assigns of the same(collectively, the "Wind Crest Farm Parties") of and from any and all debts, demands, actions, causes of action, suits, accounts, harms, injuries including personal injury and death, property damage, losses, torts, damages, and any and all claims and liabilities whatsoever, of every name and nature, both at law and in equity, arising out of or related being at Wind Crest Farm, including but not limited to Harm caused to or by me or my horse or equipment or, where Rider is under the age of 18, caused to or by my child or my child's horse or equipment. I shall indemnify and hold harmless the Ride Parties from any Harm caused to or by me or my horse or equipment or, where Rider is under the age of 18, caused to or by my child or my child's horse or equipment.

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 risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

I acknowledge and understand the inherent risks of equine activities as defined in M.G.L. c. 128, section 2D; that trail riding can involve being in remote areas for extended periods of time, far from communication, transportation and medical facilities; that these areas may have hazards, which management cannot anticipate, eliminate, modify or control; and that accidents can happen to anyone at any time. I hereby enter into and participate in the Riding at Wind Crest Farm at my own risk.

Please Print Rider Name:

_____ **Date:** _____

Signature: _____

Guardian/Parent Signature if Under 18: _____