

**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 owned by Brook Run Farm whose address is 159-161 Macedonia Road, Kent, CT.

**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 BROOK RUN FARM, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR BROOK RUN FARM.**

**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/my child that I have familiarized myself with the activities that I/they will be allowed to participate in and that I do hereby acknowledge and agree that I/they will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, including but not limited to:

- Bites, kicks, abrasions or contusions from horses
- Being thrown or bucked off by horses
- 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 the stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards**

**(INITIAL)** \_\_\_\_\_

I hereby specifically forever waive and release Brook Run Farm 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 Brook Run Farm, its principals and agents

**(INITIAL)** \_\_\_\_\_

By signing this Agreement, I hereby acknowledge that although there may be supervision during the time spent at Brook Run Farm, there will not be a nurse on the premises and Brook Run Farm and its principals and agents bear no responsibility for health or medical care.

I agree to indemnify, save and hold harmless Brook Run Farm 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 Brook Run Farm or any acts or omissions of Brook Run Farm, its principals or agents.

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

**(INITIAL)** \_\_\_\_\_

**If I/my child (is) am present at and participate in the activities of Brook Run Farm, I/they do so at my/their own risk, and I hereby acknowledge and agree that Brook Run Farm and/or any of its principals and agents shall bear no responsibility or risk associated with injuries that could arise from my/my child's presence or participation at Brook Run Farm.**

**Print Participant Name:** \_\_\_\_\_

**Participant's Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

*This form must be completed by and for each participant.*

HORSE RIDING IS PROVIDED BY The Marvelwood School Inc., hereinafter known as Marvelwood, with its partner Brook Run Farm. LOCATION OR ADDRESS: Kent, Connecticut.

### PLEASE READ CAREFULLY BEFORE SIGNING.

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. MARVELWOOD DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

- A. REGISTRATION OF RIDERS AND AGREEMENT, the following individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding on the premises of Brook Run Farm, and that this RIDER will ride his/her own horse, ride a horse provided by Brook Run Farm or one borrowed or leased by RIDER'S own arrangement.

RIDER NAME & AGE (if under 21): \_\_\_\_\_

- B AGREEMENT SCOPE, TERRITORY AND DEFINITIONS —This agreement legally binds the registered RIDER, the parents or legal guardians thereof if a minor, heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the law's of Connecticut, USA. Any disputes by the RIDER shall be mitigated in Connecticut, USA.

The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or other use handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered RIDER and the parents or legal guardians thereof if a minor.

- C. ACTIVITY RISK CLASSIFICATION - Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Injuries can be severe, requiring hospitalization, long term health concerns and possibly death.
- D. NATURE OF RIDING HORSES —No horse is a completely safe horse. If a RIDER falls from a horse to the ground it will generally be at a distance from 3 to 7 feet, and the impact may result in a severe injury to the RIDER. It is common for a horse to be frightened or provoked; it may divert from its training an act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, or running from danger.
- E. RIDER RESPONSIBILITY —Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.
- F. CONDITIONS OF NATURE- The Marvelwood School is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature and natural arid man-made changes in landscape.

- G. INSPECTION OF PREMISES —RIDER has inspected Brook Run Farm’s facilities and trails and is satisfied that all premises and conditions are reasonably safe for RIDER’S intended purpose, usage and presence upon the Marvelwood School Corporation premises.
- H. INSPECTION OF HORSE —RIDER has inspected the horse to be assigned by Brook Run Farm to the RIDER and is satisfied that the horse if reasonably safe for the RIDER,
- I. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE - Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is: \_\_\_\_\_ and my policy number is: \_\_\_\_\_  
 Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages. My personal liability insurance company is: \_\_\_\_\_ and my policy number is: \_\_\_\_\_
- J. PROTECTIVE HEADGEAR WARNING —I have been fully warned and advised by the Marvelwood School that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. All Riders are required to wear protective headgear.
- K. LIABILITY RELEASE: In consideration of the Marvelwood School allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release the Marvelwood School, its owners, agents, employees, officers, members, premises owners insurers, and affiliates, organizations from all legal liability and I do further agree that except in the event of Marvelwood School gross *negligence and misconduct*, I shall not bring any claims, demand, legal actions and causes of action, against the Marvelwood School and/or its associates, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations for the Marvelwood School, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of the Marvelwood School or Brook Run Farm.

The RIDER, Parents or Legal Guardians must sign below after reading this entire document:

**SIGNER STATEMENT OF AWARENESS**

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ for \_\_\_\_\_  
 SIGNATURE OF PARENT, or GUARDIAN (Please print)

DATE: \_\_\_\_\_

Address in full: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Business Phone #: \_\_\_\_\_