

General Release, Hold Harmless and Indemnity Agreement for Equine and Related Activities

General Information: This agreement is entered between Jan Brubacher, North Road Farm, 370 North Road, Fremont, NH 03044 and you (please circle all that apply): a horseback rider or volunteer or parent of horseback rider or volunteer.

Name(s)(if parent):

Address:

State & zip code:

email:

Home phone:

Cell phone:

Work phone:

How did you find, locate, read, hear about North Road Farm?

What do you wish to accomplish/learn/experience?

What attracts you to horses/horseback riding?

Is this your first time riding or volunteering?

Do you have any prior experience, concern or medical issue you wish to share?

Would you like to receive North Road Farm's email news?

Would you like to receive Peppermint Ponies 4H Club email news?

Agreement: In exchange for the use and enjoyment of Jan Brubacher's property, horses, dogs and cats, facility, equipment, services, instruction, training for today and all future dates, whether for fee or no fee, you and parent/guardian of you and your heirs, assigns hereby release, hold harmless and indemnify Jan Brubacher, her 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 you and parent/guardian may be present on Jan Brubacher's premises, including as a volunteer or spectator.

1. **Signature(s):** If only one parent signs this agreement, that parent represents that she or he have the authority to sign on behalf of and hereby bind both parents.
2. **Rules & Regulations** are agreed to and abided by you, parent/guardian, other family members and friends.
3. **Health and Personal Insurance** is carried by you or parent/guardian and is in enforce for your physical self and personal property.
4. **Horses, Horseback Riding and Volunteering** are dangerous activites and you or parent/guardian agree to participate. Perils that may or may not happen to you while on foot include: stepped on, bitten, shoved, knocked over. Perils while mounted include: sliding or falling off, shock or trauma associated with breathing, concussion to head and/or injury to body that may or may not require professional medical treatment. While Jan is prepared to deal with emergencies, you or parent/guardian are solely responsible for your health and safety.
5. **Horseback Riding** challenges that you may or may not be exposed to include: mount and dismount, ride walk, trot/jog, canter/lope, gallop, jump, cross roads, trails, water, wood, stone, tunnel and other naturally occurring obstacles.
6. **Volunteer Participation:** You are under no compulsion to volunteer and yet choose to do so. You understand that any work done on Jan Brubacher's property is done without monetary compensation and does not make you and employee or agent of Jan Brubacher.
7. **Assumption and Acceptance of All Risk** is made by you or parent/guardian by your involvement in or in any way arising from your use of, or presence upon, the property, facility and services of Jan Brubacher including but not limited to bodily injury, death, property damage, the unavailability of emergency medical care or any other loss or damage, even if the method of injury or loss or the nature and extended thereof are not contemplated at the time of the signing of this agreement.
8. **New Hampshire Equine Law RSA 508:19** is acknowledged by you or parent/guardian and that those rights extent to and beyond to greatest extent permitted by new Hampshire state law.
9. **Claims of Any Kind** will not be brought by you or parent/guardian against Jan Brubacher, her agents or employees out of any and all activity in any way related to horses, riding or volunteering on or off Jan Brubacher's property including those but not limited to activities for which parent/guardian have chosen to leave Jan Brubacher's property and are NOT present on durning activities.
10. **Negligence:** Notwithstanding anything contained with, you or parent/guardian understand that this agreement is intended to and does extend to claims of any kind, including negligence of Jan Brubacher, her agents and employees, whether allegedly due to their actions or the actions of third parties. By signing this, you or parent/guardian understand that Jan Brubacher, her agents or employees will not be responsible for the consequence of their own negligence.
11. **Contract:** A contract is constituted by this agreement and entered into the State of New Hampshire and shall be enforced and interpreted under the laws of this state. Should any clause be declared invalid by a New Hampshire court, all other clauses shall remain in full force and effect.

Your signature:

Today's date:

Horseback Riding Rules

- Do not hand feed horses without permission. Bring carrot, apples or horse treats, no sugar please.
- Wear helmet while mounted.
- When in doubt, ask! We are here to help.
- No jumping without permission.
- Please give 24 hours notice if unable to keep your lesson time.
- Return borrowed book or CD by the next lesson.
- Lesson fee is due at time of lesson. Pre-payment of future lessons is paid in advance to receive discount.
- Practice rides require an adult to be present on the premises during child's ride time.
- Sweep up grooming area, poop, pee, dirt, shavings when done.
- Wipe-off bit, bridle, girth with damp sponge, saddle soap and conditioner as necessary and return to proper place.
- Put dirty saddle pads, boots or other items needing washing in the laundry hamper.

I have read the horseback riding rules: your initials _____ **date** _____

Volunteer Barn Rules

- When in doubt, ask! We are here to help.
- Start a time sheet and record start & end times.
- No smoking in barn.
- Recycle containers, soda & water bottles.
- Leash new dogs not familiar with horses.
- Remove only soiled shaving and not clean shavings.
- Take your personal items home and not in the lost & found.
- Do not spook horses by waving hands in their face, with loud noises or sudden movements.
- No bare feet or open toes shoes or sandals.

I have read the horseback riding rules: your initials _____ **date** _____