

PRINT NAME OF PARTICIPANT: _____

RELEASE AND INDEMNIFICATION

This release and indemnification is made by and between the undersigned participant (the "Participant"), if the Participant is a minor the Participant's parents (the "Participant's Parents") (references in this Release and indemnification to the Participant's Parents shall apply only if the Participant is a minor) and those descendants of Frederic Winthrop who own the land known as Groton House Farm and located at Highland Street and Winthrop Street, Hamilton, Massachusetts (collectively, the "Property"); and any of their employees, servants and agents; and all instructors, organizers, volunteers and coordinators, (collectively "the Winthrop Family"). The Winthrop Family permits certain individuals to ride on and school at (including jumping cross-country jumps and other obstacles) the Property. The Participant wishes to ride at a clinic or schooling session to be conducted at the Property. **The Winthrop Family will not permit the Participant to ride any horse on the Property without the execution of this release and indemnification, which is of material significance to The Winthrop Family.** The Participant (and the Participant's Parents) hereby acknowledges and agrees that the activities contemplated hereby are "equine activities," that the Winthrop Family is an "equine activity sponsor," and the Participant is a "participant" all as defined by Massachusetts General Laws Chapter 128, Section 2D.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant (and the Participant's Parents) agrees as follows:

1. **Inherent Risks.** The Participant (and the Participant's Parents) acknowledges and understands that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of equine activities, including but not limited to the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions and subsurface conditions; collisions with other horses and objects; and, the potential of the Participant to act in a negligent manner that may contribute to injury to himself or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. Despite these inherent risks, the Participant has chosen to ride and participate in a clinic or schooling session to be conducted at the Property (the "Activities") (and the Participant's Parents have agreed to allow the Participant to engage in the Activities).

2. **Participant's Representations.** The Participant (and the Participant's Parents) hereby warrants and represents that the information contained on the attached Participant Information sheet is true and accurate in all respects and that the Participant is competent and capable of safely working around and riding the horse he or she intends to utilize. The Participant (and the Participant's Parents) acknowledges that the Winthrop Family has relied and may continue to rely on such representations.

3. **Instructions and Authorization.** The Participant (and the Participant's Parents) agrees to follow the instructions of The Winthrop Family at all times and not to undertake any activity which The Winthrop Family has not specifically authorized. In no event shall The Winthrop Family be held liable for any injury to or death of the Participant (or the Participant's Parents) due to the Participant's (or the Participant's Parents) non-compliance with the instructions of The Winthrop Family or the Participant's (or the Participant's Parents) actions which have not been specifically authorized by The Winthrop Family in each instance.

4. **Equipment.** The Participant shall be responsible for providing all equipment necessary for engaging in the Activities. The Participant (and the Participant's Parents) acknowledges and understands that the equipment used in connection with the Activities is given to wear and tear. The Participant (and the Participant's Parents) agrees to use the utmost care at all times while at the Property and to carefully inspect all equipment for evidence of defects or breakage. In no event shall The Winthrop Family be held liable for any injury to or death of the Participant (or the Participant's Parents), or the horse owned or utilized by the Participant, caused by any defect in any equipment.

5. **Helmets.** The Participant (and the Participant's Parents) hereby acknowledges that he or she has been warned of the dangers involved in failing to wear protective headgear and that The Winthrop Family **REQUIRES** all individuals to wear ASTM-SEI approved protective headgear at all times when mounted. The Participant (and the Participant's Parents) hereby specifically remises, releases and forever discharges and by this Agreement does for him or herself and his or her heirs, executors and administrators, remise, release and forever discharge The Winthrop Family of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant resulting from the failure of the Participant to wear protective headgear, properly fitted and secured.

6. **Condition of the Land.** The Participant (and the Participant's Parents) understands and acknowledges that the Participant may ride in the arenas, fields, pastures, trails and other land located at the Property (collectively, the "Land") and that the Land presents certain hazards of which the Winthrop Family may be or should be aware. The Participant (and the Participant's Parents) specifically agrees to hold the Winthrop Family harmless from any injury or death arising from the conditions of the Land. The Winthrop Family has not undertaken to inspect the Land for hazards which may exist on the Land and has not undertaken to warn the Participant (or the Participant's Parents) of any hazards which may exist on the Land. It shall be the Participant's (and the Participant's Parents) sole responsibility to carefully inspect the Land for any hazards prior to undertaking any activity.

7. **Release.** The Participant (and the Participant's Parents) agrees that he or she shall not hold the Winthrop Family liable for any injury to or death of the Participant (or the Participant's Parents) resulting from or related to his or her involvement in equine activities and/or the Activities. The Participant (and the Participant's Parents) hereby remises, releases and forever discharges the Winthrop Family for him or herself and his or her heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant (or the Participant's Parents) caused by or in any manner related to equine activities and/or the Activities.

8. **Indemnification.** The Participant (and the Participant's Parents, jointly and severally) further indemnifies, agrees to defend with counsel acceptable to the Winthrop Family and holds the Winthrop Family harmless for any injury or damage caused by the Participant or the horse owned or utilize by the Participant (or by the Participant's Parents) to any person, property of any person or the Winthrop Family, including but not limited to damage or injury to any person, any other horses which may be at the Property from time to time, and any personal or real property.

9. **Acknowledgment of Warnings.** The Participant (and Participant's Parents) hereby acknowledges that he or she has been warned about the risks related to equine activities and the Activities. The Participant (and the Participant's Parents) has had the opportunity to ask questions of the Winthrop Family and is satisfied that he or she understands the risks involved in equine activities and the Activities. By his or her execution of this Release and Indemnification, the Participant (and the Participant's Parents) agrees to be bound by and comply with the terms hereof and acknowledges that he or she wishes to engage in equine activities despite the risks and potential dangers involved. The Participant (and the Participant's Parents) has not relied on any representations, statements or warranties of the Winthrop Family other than those specifically set forth herein.

10. **Consent to Emergency Medical Care.** In the case of any injury to the Participant (or the Participant's Parents) while on the Property and/or riding the Horses, the Participant (and the Participant's Parents) hereby authorizes the Winthrop Family and any agent, employee and/or partner thereof, to seek medical care and attention for the him or her, including but not limited to arranging for an ambulance to take the Participant (or the Participant's Parents) to any medical care facility, transporting the Participant (or the Participant's Parents) to any medical care facility and consenting to treatment, medication and/or surgery for the Participant (or the Participant's Parents). The Participant (and the Participant's Parents) acknowledges that he or she shall be solely responsible (or, in the case of a minor, that the Participant and the Participant's Parents shall be jointly and severally responsible) for the payment of any medical costs and expenses incurred on behalf of the Participant (or the Participant's Parents) and hereby indemnifies and agrees to hold harmless the Winthrop Family for any costs incurred by it on behalf of the Participant (or the Participant's Parents).

11. **Emergency Veterinary Care.** In the event of any injury to or illness of the horse owned, leased, or utilized by the Participant at any time while at the Property, the Participant (and the Participant's Parents) hereby authorizes the Winthrop Family to undertake any veterinary care it may deem necessary or advisable under the circumstances, including but not limited to: providing emergency first aid and care to the Participant's horse, contacting a veterinarian, transporting the Participant's horse to any veterinary hospital or clinic, consenting to surgery, medication or any other procedure deemed necessary or advisable by the Winthrop Family under the circumstances. The Participant (and the Participant's Parents) hereby acknowledges that he or she shall be solely responsible (or, in the case of a minor, that the Participant and the Participant's Parents shall be jointly and severally responsible) for the costs of any such care, medication, services, advice and the like related to veterinary care for the Participant's horse and agrees to indemnify and hold the Winthrop Family harmless from and against any costs incurred by it for the benefit of the Participant's horse. In addition, the Participant (and the Participant's Parents) hereby releases the Winthrop Family from and against any and all liability for any injury or damage to the Participant's horse caused by the Winthrop Family's failure to take any action or election to pursue any course of action which the Winthrop Family deemed reasonable under the circumstances given the facts known to it at the time such decision was made.

12. **Waiver of Consortium Claims.** If the Participant is a married person, the undersigned spouse by the execution hereof, remises, releases and forever discharges for him or herself and his or her heirs, executors and administrators, the Winthrop Family of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Rider, including but not limited to actions for loss of consortium.

13. **Miscellaneous.** This Agreement is a Massachusetts contract and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts, without regard to conflicts of laws principals. The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. The parties intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

Executed as an instrument under seal, as of the _____ day of _____, 200____,

Participant's Signature: _____ **Spouse's Signature:** _____

Participant's Printed Name: _____ *Spouse's Printed Name:* _____

IF PARTICIPANT IS UNDER 18, BOTH PARENTS MUST SIGN BELOW:

Parents' Signatures: _____

Participant's Parents' Printed Name: _____ *Printed Name:* _____

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.

PARTICIPANT INFORMATION

(Please print legibly)

NAME: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: (DAY) _____ **(EVE)** _____

HEALTH INSURANCE PROVIDER: _____ **POLICY NUMBER:** _____

CONTACT IN CASE OF EMERGENCY

ALTERNATIVE CONTACT

Name: _____ Name: _____

Relationship: _____ Relationship: _____

Address: _____ Address: _____

Home Phone: _____ Home Phone: _____

Work Phone: _____ Work Phone: _____

Cell Phone: _____ Cell Phone: _____