

Black Oak Stables, Inc.

ARENA USE AGREEMENT

1. INTRODUCTION

1.1. This Agreement is made as of this ____ day of _____ 20__ by and between Black Oak Stables, Inc., a Massachusetts corporation with a principal place of business at Winthrop Street, South Hamilton, Essex County, Massachusetts together with any and all employees, servants, independent contractors, instructors, officers, directors, shareholders, principals and agents; any and all sponsors, judges, volunteers, coordinators, officials, benefactors; any and all persons having any interest in the land and improvements thereon known as and located at Winthrop Street, South Hamilton (the “Property”) or which Black Oak Stables, Inc. otherwise has the right to utilize from time to time; and any other individual or entity having any connection with or relation to Black Oak Stables, Inc. or any of the foregoing (collectively “Black Oak”) and

_____, an individual residing at

_____,
(the “Participant”). All references in the within Agreement to “parties” shall mean Black Oak and the Participant. The Participant wishes to use the facilities located at the Property (the “Facilities”) for the purpose of riding and/or training the horse owned or leased by the Participant or any student or client of the Participant (the “Horse”) and Black Oak is willing to permit the Participant to use the Facilities on the terms and conditions contained in this Arena Use Agreement. The Participant acknowledges that he or she has read this Arena Use Agreement and understands and agrees to be bound by the terms of this Arena Use Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants hereinafter contained, the parties agree as follows:

2. USE OF FACILITIES

2.1. Facilities Use. The participant shall be permitted to utilize the indoor riding arena, trails and outdoor riding areas located on the Property but only in accordance with the terms set forth in this Agreement.

2.2. Fee. The Participant shall pay Black Oak a fee equal to _____ per month (the “Fee”) per horse or twenty Dollars (\$20.00) per horse per day (if, and only if, arranged in advance with the stable manager) for use of the Facilities, which amount shall be due and payable on or before the first day of each month in which the Participant utilizes the Facilities. The Fee is subject to change and Black Oak may change the amount of the Fee at any time and from time to time on notice to the Participant.

3. EQUIPMENT

3.1. Use of Equipment. The Participant shall provide all equipment necessary for the riding, driving or other recreational or competitive use of the Horse. In no event shall the Participant utilize any equipment owned by Black Oak without the express prior consent of Black Oak. In the event that the Participant shall at any time utilize any equipment owned or utilized by Black Oak, the Participant hereby agrees to: (a) fully examine the equipment to determine its condition, the existence of any defects and that it is adequate for its intended use and the use to which the Participant intends to put it; (b) use the equipment in the usual and ordinary manner; and, (c) clean and return the equipment to its original location after use.

3.2. Equipment Forbidden. Although Black Oak has not undertaken to inspect or approve any equipment and has no obligation whatsoever to do so, in the event that Black Oak shall deem any equipment utilized or owned by the Participant to be unfit for use on the Horse or horses in general, inhumane, in dangerous disrepair or otherwise detrimental or dangerous to the Horse, any animal or person at Black Oak or to Black Oak in general, Black Oak shall have the right to demand that such equipment be removed immediately from the Property and that the Participant not utilize the equipment while on the Property.

3.3. Injury Caused by Equipment. The Participant acknowledges and understands that the equipment used in connection with the Horse, including but not limited saddles, bridles, bits, brushes, combs, boots, martingales, reins and whips are each given to wear and tear. The Participant agrees to use the utmost care at all times while at Black Oak and that he or she shall carefully inspect the equipment for evidence of defects or breakage. In the event that the Participant locates any defects or breakage in any equipment owned or utilized by Black Oak, he or she shall immediately notify a Black Oak staff member. Black Oak has not undertaken to inspect the equipment and it shall be the Participant's sole responsibility to check all equipment before using it. In no event shall Black Oak be held liable for any injury or death caused by any defect in any such equipment.

3.4. Helmets. The Participant hereby acknowledges that it has been warned of the dangers involved in failing to wear protective headgear and that Black Oak **STRONGLY URGES** all individuals to wear ASTM-SEI approved protective headgear at all times and, particularly, when mounted. The Participant 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 Black Oak 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 or aggravated by the failure of the Participant to wear protective headgear. **YOUR INITIALS BELOW ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED THAT WEARING ASTM-SEI APPROVED PROTECTIVE HEADGEAR AT ALL TIMES HAS BEEN PROVEN TO SIGNIFICANTLY REDUCE THE CHANCE AND SEVERITY OF HEAD INJURIES AND THAT BLACK OAK STRONGLY URGES YOU TO WEAR PROTECTIVE HEADGEAR AT ALL TIMES.**

PARTICIPANT'S INITIALS: _____

4. EMERGENCY SERVICES

4.1. Medical. In the case of any injury or apparent injury to the Participant while at Black Oak, the Participant hereby authorizes Black Oak and any agent, employee, officer, director, manager and/or partner thereof, to seek medical care and attention for the Participant, including but not limited to arranging for an ambulance to take the Participant to any medical care facility, transporting the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant. The Participant acknowledges that he or she shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnifies and agrees to hold Black Oak harmless for any costs incurred by it on behalf of the Participant.

4.2. Veterinary. In the event of any injury to or illness of the Horse at any time while under the care of Black Oak, the Participant hereby authorizes Black Oak 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 Horse, contacting a veterinarian, transporting the Horse to any veterinary hospital or clinic, consenting to surgery, medication or any other procedure deemed necessary or advisable by Black Oak under the circumstances. The Participant hereby acknowledges that he or she shall be solely responsible for the costs of any such care, medication, services, advice and the like related to veterinary care for the Horse and agrees to indemnify and hold Black Oak harmless from and against any costs incurred by it for the benefit of the Horse. In addition, the Participant hereby releases Black Oak from and against any and all liability for any injury or damage to the Horse caused by Black Oak's failure to take any action or election to pursue any course of action which Black Oak deemed reasonable under the circumstances given the facts known to it at the time such decision was made.

5. CONDITION OF THE LAND

The Participant understands and acknowledges that he or she may be present in the stable area as well as in the arenas, fields, pastures, trails and other land located at Black Oak or which Black Oak has permission to use (collectively, the "Land") that each area presents certain hazards of which Black Oak may be or should be aware and the Participant specifically agrees to hold Black Oak harmless from any injury or death rising from the conditions of

the stable area or the Land. Black Oak has not undertaken to inspect the Property for hazards which may exist on the Land and has not undertaken to warn the Participant of any hazards which may exist on the Land. It shall be the Participant's sole responsibility to carefully inspect the Land for any hazards prior to undertaking any activity thereon.

6. REPRESENTATIONS AND WARRANTIES

The Participant hereby makes the following representations and warranties to Black Oak which shall survive the termination of this Arena Use Agreement and upon which Black Oak is hereby authorized to rely:

6.1. No Knowledge of Dangerous Propensities. The Participant is not aware that the Horse has any dangerous propensities or any conditions or characteristics which would make the Horse unusually dangerous to ride or work with or around.

6.2. No Contagious Diseases or Conditions. The Horse does not have any diseases or conditions which could be transferred to any other horse, animal or person. The Participant will never bring any animal onto the Property which has any contagious disease (whether or not such disease has been treated or is considered "inactive").

6.3. Use of the Horse. The Participant will not: (i) ride or otherwise use any horse, whether owned by the Participant or another, in any activity which is beyond the Participant's ability to engage in safely; (ii) use any horse whether owned by the Participant or another in any activity or for any purpose if the Participant is unable to safely manage, control and ride such horse; (iii) allow any person to use any horse owned, leased or under the care, custody or control of the Participant in any activity or for any purpose if such person is unable safely to ride or manage such horse; (iv) allow any person to ride or work with or around any horse owned, leased or under the care, custody or control of the Participant without first determining such person's competency to ride and/or work with and around such horse.

6.4. Instructors. If the Participant is teaching or instructing others in any manner (whether for compensation or not), or riding, exercising or training the horses of others in any manner (whether for compensation or not), he or she shall provide Black Oak, prior to undertaking any such activity at the Property, written evidence that: (i) he or she is licensed by the Massachusetts Department of Agriculture as a riding instructor and such other authorities as may, from time to time, be required by law; and, (ii) has in current force and effect general comprehensive liability insurance with coverage limits not less than One Million Dollars (\$1,000,000.00) per occurrence and naming Black Oak as an additional insured.

7. RULES AND REGULATIONS

7.1. Initial Rules and Regulations. The Participant agrees to abide by all rules established by Black Oak, including but not limited to the following:

- a. Any and all persons riding, training and/or working with or around the Horse shall be required to execute Black Oak's Release and Indemnification Agreement, a copy of which shall be provided to the Participant at the Participant's request;
- b. The Stable shall be open from 6:00 AM to 9:00 PM Monday through Friday and from 6:00 AM to 5:00 PM on Saturdays and Sundays. The Participant is expected to respect the privacy of the individuals residing at and near Black Oak and to be at Black Oak only during those times when it is open for business;
- c. The Participant may not bring any instructor, coach or trainer to the Property without the prior consent of Black Oak. Black Oak will require a ring fee be paid in connection with any lesson or training and the instructor, trainer or coach shall provide Black Oak with written evidence of licensing and insurance;

- d. The Participant may not bring any dogs or animals (other than the Horse) or any children onto the Property;
- e. Any and all minors riding the Horse shall at all times while mounted wear hard soled boots with a heel (minimum of one (1) inch) and an ASTM-SEI riding helmet with chin strap securely fastened. Black Oak may require any person who fails to comply with such requirements to immediately dismount the Horse and not remount until he or she is properly outfitted;
- f. The Participant shall not handle or ride any horse located at Black Oak without the prior consent of the owner of the horse.

7.2. Additional Rules. Black Oak may issue such additional rules as it deems necessary or advisable at any time and from time to time. Such rules shall be posted at Black Oak or provided to the Participant and it shall be the Participant's sole responsibility to be familiar with and comply with all such rules at all times.

8. RELEASE AND INDEMNIFICATION

8.1. Personal Injury. The Participant acknowledges that he or she has been warned about the risks related to equine activities and is familiar with the Horse. The Participant has had the opportunity to ask questions of Black Oak and is satisfied that he or she understands the risks involved in equine activities. By his or her execution of this Arena Use Agreement, the Participant agrees to be bound by and comply with the terms hereof and acknowledges that the Participant wishes to engage in equine activities despite the risks and potential dangers involved. The Participant has not relied on any representations of Black Oak not clearly stated herein. The Participant acknowledges and understands that there are dangers and risks which are an integral part of equine activities, as further described in Massachusetts General Laws Chapter 128, Section 2D, including but not limited to: (a) the propensity of equines to behave in ways that may result in injury, harm or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; (c) certain hazards such as surface conditions and subsurface conditions; (d) collisions with other equines and objects; and (e) the potential of the Participant to act in a negligent manner that may contribute to injury to him or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. Black Oak shall not be liable for any injury to or death of the Participant resulting from the inherent risks of equine activities, as described herein and Mass. Gen. L. ch. 128, s. 2D. The Participant hereby 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 Black Oak 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 inherent risks of equine activities.

8.2. Damage Caused by the Participant or the Horse. The Participant hereby agrees that he or she shall at all times while riding or working with, on or around the Horse and at all times while at Black Oak exercise the utmost care. The Participant agrees that he or she shall be liable for, and hereby indemnifies and holds Black Oak harmless against, any damage done, directly or indirectly, by the Horse and/or the Participant to any animal at Black Oak, any person or property and any of Black Oak's equipment.

9. TERMINATION

9.1. Termination. Black Oak may terminate this Arena Use Agreement with or without cause, at its sole option, at any time upon notice to the Participant. The Participant shall not be entitled to any refund of the fee if: (a) Black Oak determines, in its sole and unreviewable discretion, that the Horse or the Participant poses a danger to Black Oak or any person or animal affiliated therewith; (b) the Participant fails to pay any amounts when due; (c) the Participant fails to abide by the rules of Black Oak; or (d) the Participant fails in the performance of any term,

condition, representation or warranty contained herein. In all other events, the Participant shall be entitled to a pro-rated refund of the Fee.

10. MISCELLANEOUS

10.1. Nature of Agreement; License not Lease. This Arena Use Agreement is, and at all times shall be construed as, a non-exclusive, revocable license to utilize the Facilities in common with others. No lease is intended by either party hereto and under no circumstances shall Black Oak ever be required to institute eviction proceedings to remove the Participant from the Property. The Participant shall have no possessory interest in the Property, the Facilities or any particular stall thereon.

10.2. Entire Agreement; Modification. This instrument constitutes the entire agreement of the parties. The Participant and Black Oak represent that they have not relied on any representations, promises, writings or other materials which are not set forth herein. This Arena Use Agreement may not be modified except by a written instrument executed by the party to be charged.

10.3. 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, Black Oak 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, including but not limited to actions for loss of consortium.

10.4. Massachusetts Contract. This Agreement has been executed in Massachusetts and is a Massachusetts contract and all matters affecting its interpretation and the rights of the parties hereunder shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the conflicts of laws provisions thereof, at the time of the execution of the within Agreement.

WITNESS OUR HANDS AND SEALS AS OF THE ____ DAY OF ____, 20__.

BLACK OAK:
BLACK OAK STABLES, INC.

PARTICIPANT:

By: _____
Its Authorized Agent

Signature: _____
Print Name:

Signature: _____
Participant's Spouse (if applicable)

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.