

Black Oak Stables, Inc.

RELEASE AND INDEMNIFICATION (MINORS)

This release and indemnification is made by and between the undersigned rider (the "Participant"), the undersigned rider's parents (the "Participant's Parents") and any and all persons and parties now or hereafter having any interest in the business known as Black Oak Stables, Inc., together with any and all employees, servants and agents; any and all sponsors, instructors, volunteers, coordinators, officials, benefactors; any and all persons having any interest in the land known as and located at Winthrop Street, Hamilton, Essex County, Massachusetts or which Black Oak Stables, Inc. otherwise has the right to utilize from time to time (collectively, the "Property"); 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"). Black Oak is in the business of providing boarding for horses and permits instruction in horseback riding for individuals and owns, leases, boards, cares for and/or maintains certain horses at Black Oak and permits certain horses to enter and be ridden upon the Property (collectively, the "Horses"). In addition, Black Oak permits individuals to ride on and about the Property. As used herein, the word "horse" shall include horses and ponies of every kind. The Participant wishes to ride and/or work with one or more Horses at Black Oak and/or at such other places as Black Oak conducts its activities, including but not limited to horse shows, clinics, schooling sessions and the like conducted off of the Property (collectively, the "Program"). The Participant's Parents desire that the Participant have the opportunity to participate in the Program, ride and work with the Horses at Black Oak and/or at such other locations as Black Oak conducts its activities. **Black Oak will not permit the Participant to work with or ride any of the Horses without the execution of this release and indemnification which is of material significance to Black Oak.** The Participant and the Participant's Parents hereby acknowledge and agree that the activities contemplated hereby are "equine activities," that Black Oak is an "equine professional" and/or 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 agree as follows:

1. **Inherent Risks.** The Participant and the Participant's Parents acknowledge and understand 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, and the Participant's Parents have chosen to permit the Participant, to participate in the Program and to ride and work with and around the Horses (the "Activities").

2. **Participant's Representations.** The Participant and the Participant's Parents hereby warrant and represent that: (a) the Participant is a competent rider at the level at which he or she is riding; (b) that the Participant has been familiarized with the horse with which he or she is working and/or riding; (c) that the Participant and the Participant's Parents have been given the opportunity to inspect, observe and ask questions about such horse; (d) that the Participant and the Participant's Parent are aware of and has been informed about the characteristics of the particular horse and its suitability to participate in equine activities; (e) that the Participant is competent and capable of safely working around and/or riding such horse; and, (f) that the Participant and the Participant's Parents have voluntarily chosen and desire that the Participant ride such horse. The Participant represents, warrants, covenants and agrees that he or she will not, and the Participants Parents represent, warrant, covenant and agree that they will not permit the Participant to: (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. The Participant and the Participant's Parents acknowledge that Black Oak has and may rely on such representations.

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

4. **Equipment.** [LOOK IF CAN CLARIFY THIS PARAGRAPH] The Participant and the Participant's Parents represent, warrant, covenant and agree that the Partiicpnat will use his or her own tack and equipment in connection with riding, caring for and working around any horse, whether such horse is owned by the Participant or another, and that in any and all events, the Participant will carefully examine all tack and equipment before using it and that he or she will not use any tack or equipment that upon examination by the Participant is found to be faulty or in need of repair. The Participant and the Participant's Parents further represent, warrant, covenant and agree that they will not allow any other person to use any tack or equipment owned by them whether or not in connection with the use of a horse owned, leased, or under the care, custody or control of the Participant without first examining such tack or equipment

before each use by such other person and determining that such tack or equipment is not and does not appear to be faulty or in need of repair. The Participant and the Participant's Parents acknowledge and understand that the tack and equipment used in connection with the Activities, including but not limited to saddles, bridles, bits, brushes, pitchforks, shovels, brushes, combs and hoof picks are each given to wear and tear. In the event that the Participant locates any defects or breakage in any tack or equipment owned or utilized by Black Oak, he or she shall immediately notify Black Oak. Black Oak has not undertaken to inspect any tack or equipment and it shall be the ordinary wear and tear. The Participant agrees to use reasonable care at all times while at Black Oak and to carefully inspect all equipment for evidence of defects or breakage. The Participant's Parents agree that, in the event that the Participant is incapable of inspecting the equipment, which capability shall be determined by the Participant's Parents unless otherwise determined by Black Oak, the Participant's Parents shall be responsible for inspecting all equipment for evidence of defects or breakage. In the event that the Participant or the Participant's Parents locate any defects or breakage, he or she shall immediately notify Black Oak. Black Oak has not undertaken to inspect the equipment and it shall be the Participant and the Participant's Parents' sole responsibility to check all equipment before using it. In no event shall Black Oak be held liable for any injury to or death of the Participant caused by any defect in any tack or equipment, whether or not such equipment is owned, utilized and/or provided by Black Oak.

5. **Helmets.** The Participant shall at all times while mounted on the Property wear an ASTM-SEI approved helmet with chin strap securely fastened. Failure to do so will result in immediate ejection from the Property and the Participant may be forbidden, in Black Oak's sole discretion, from using the Property in the future. The Participant and the Participant's Parents hereby acknowledge that they have been warned of the dangers involved in failing to wear protective headgear and that Black Oak **REQUIRES** that all minors and **STRONGLY URGES** all other individuals to wear ASTM-SEI approved protective headgear at all times. The Participant and the Participant's Parents hereby specifically remise, release and forever discharge and by this Agreement do for him, herself and themselves and his, her and their 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 REQUIRES YOU TO WEAR PROTECTIVE HEAD GEAR AT ALL TIMES:**

PARTICIPANT'S INITIALS: _____

6. **Condition of the Land.** The Participant hereby represents and states that he or she has had an opportunity to walk around and inspect the Property and that he or she is familiar with the boundaries of the Property and the location and condition of the riding arenas and trails. The Participant understands and acknowledges that the Participant may be riding and/or working 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") and that the Land presents certain hazards of which Black Oak may be or should be aware. The Participant and the Participant's Parents specifically agree to hold Black Oak harmless from any injury or death arising from the conditions of the Land and/or the Property. Black Oak has not undertaken to inspect Black Oak 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 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 agree that neither he, she or they shall hold Black Oak liable for any injury to or death of the Participant resulting from or related to his or her involvement in equine activities and/or the Activities. The Participant and the Participant's Parents hereby remise, release and forever discharge Black Oak 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 caused by or in any manner related to equine activities and/or the Activities.

8. **Indemnification.** The Participant and the Participant's Parents further indemnify and hold Black Oak harmless from any injury or damage caused, directly or indirectly, by the Participant or any horse owned, leased or under the care, custody or control of the Participant, to any person, property of any person or Black Oak, which injury or damage is caused, directly or indirectly, by the Participant, including but not limited to damage or injury to any person, the Horses, any other horses which may be at Black Oak from time to time and any personal or real property. The Participant's Parents hereby acknowledge and agree if the Participant does not have sufficient funds to fully indemnify Black Oak, they shall be personally and jointly and severally liable to Black Oak for any such injury or damage.

9. **Acknowledgment of Warnings.** The Participant and the Participant's Parents each acknowledge that they have been warned about the risks related to equine activities and the Activities and have been informed about the characteristics of each of the Horses. The Participant and the Participant's Parents have each had the opportunity to ask questions of Black Oak and are satisfied that they each understand the risks involved in equine activities and the Activities. By their execution of this Release and Indemnification, the

Participant and the Participant’s Parents agree to be bound by and comply with the terms hereof and acknowledge that the Participant wishes to engage in equine activities and the Program despite the risks and potential dangers involved. Neither the Participant nor the Participant’s Parents have relied on any representations, statements or warranties of Black Oak other than those specifically set forth herein.

10. Parental Consent and Waiver of Consortium Claims. The Participant’s Parents hereby warrant and represent that they are the parents and lawful guardians of the Participant. The Participant’s Parents, by their execution hereof, hereby agree and assent to the terms hereof and execute this contract on behalf of their minor child, the Participant, intending it to be legally binding and fully enforceable against the Participant and themselves. The Participant’s Parents, by the execution hereof, further remise, release and forever discharge for themselves and their 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 they now have or hereafter can or may have or which their 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.

11. Consent to Emergency Medical Care. In the case of any injury or apparent injury to the Participant while at Black Oak, participating in the Program and/or riding the Horses, the Participant’s Parents hereby authorize Black Oak and any agent, employee 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 provided that any such person shall contact or attempt to contact the Participant’s Parents as soon as practicable. The Participant’s Parents acknowledge that they shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnify and agree to hold harmless Black Oak for any costs incurred by it on behalf of the Participant or the Participant’s Parents.

12. Emergency Veterinary Care. In the event of any injury to or illness of the horse owned or ridden by the Participant at any time while at the Property, the Participant and the Participant’s Parents 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 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 Black Oak under the circumstances. The Participant and the Participant’s Parents hereby acknowledge that they shall be jointly and severally liable and responsible for the costs of any such care, medication, services, advice and the like related to veterinary care for the Participant’s horse and agree to indemnify and hold Black Oak harmless from and against any costs or expenses incurred by it for the benefit of the Participant’s horse. In addition, the Participant and the Participant’s Parents hereby release Black Oak from and against any and all liability for any injury or damage to the Participant’s 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.

13. Massachusetts Contract. 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 principles.

The Participant and the Participant’s Parents each hereby state under the pains and penalties of perjury that he or she has read this Release and Indemnification in complete detail, that he or she understands the consequences of executing this Release and Indemnification and that he or she executes this Release and Indemnification as an instrument under seal, as of the _____ day of _____, 20____,

Participant: _____
Print Name:

Participant’s Parents: _____
Print Name:

Print 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

NAME:

ADDRESS:

TELEPHONE NUMBER:

	MOTHER	FATHER
Home Address:	_____	_____
Home Telephone Number	_____	_____
Work Telephone Number	_____	_____
Other Phone Number to be Contacted in Emergency	_____	_____

PARTICIPANT'S PHYSICIAN

Name:

Town:

Phone Number:

PARTICIPANT'S EXPERIENCE

Does the Participant have any physical, mental or emotional limitations, conditions, disabilities, injuries or handicaps which could affect his or her ability to ride or work with horses or any particular horse? _____ If yes, please explain in the space provided below.

Describe all medications which the Participant is currently taking (include name, dosage, purpose): _____

Is the Participant able to control a horse at the: Walk? _____ Trot? _____ Canter? _____ Over jumps? _____ (up to _____ inches)

Describe the Participant's experience with horses, including years riding, discipline and frequency.

Participant's Parent
Print Name:
Date:

Participant's Parent
Print Name:
Date: