

# Black Oak Stables, Inc.

## RELEASE AND INDEMNIFICATION (ADULTS)

This release and indemnification is made by and between the undersigned Participant (the "Participant") 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, judges, 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 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. **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 hereby acknowledges and agrees 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 agrees as follows:

1. **Inherent Risks.** The Participant 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/or work with and around the Horses (the "Activities").

2. **Participant's Representations.** The Participant hereby warrants and represents 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 has been given the opportunity to inspect, observe and ask questions about such horse; (d) that the Participant is 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 has voluntarily chosen and desires that he or she be permitted to ride such horse. The Participant represents, warrants, covenants and agrees that he or she 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. The Participant acknowledges 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.** The Participant represents, warrants, covenants and agrees that he or she 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 further represents, warrants, covenants and agrees that he or she will not allow any other person to use any tack or equipment owned by the Participant whether 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 faulty or in need of repair. The Participant acknowledges and understands 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 Participant's sole responsibility to check all tack or 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 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. 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 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. 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 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. The Participant specifically agrees to hold Black Oak harmless from any injury or death arising from the conditions of the Land and/or the Property.

7. **Release.** The Participant agrees that he or she shall not 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 hereby remises, releases and forever discharges 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 further indemnifies, agrees to defend with counsel acceptable to Black Oak and holds Black Oak harmless for 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.

9. **Acknowledgment of Warnings.** The Participant hereby acknowledges that he or she has been warned about the risks related to equine activities and the Activities and represents that he or she has been informed about the characteristics of each of the Horses which he or she shall be riding or with which he or she shall be working. 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 and the Activities. By his or her execution of this Release and Indemnification, the Participant 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 has not relied, and will not in the future rely, on any representations, statements or warranties of Black Oak which are not specifically set forth herein.

**10. Consent to Emergency Medical Care.** In the case of any injury or apparent injury to the Participant while on Black Oak and/or riding the Horses, the Participant hereby authorizes Black Oak and any agent, employee, officer, director 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 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 harmless Black Oak for any costs incurred by it on behalf of the Participant.

**11. 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 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 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 Participant’s horse and agrees 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 hereby releases 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.

**12. Waiver of Loss 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 Rider, including but not limited to actions for loss of consortium.

**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 principals.

The Participant 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’s Signature:** \_\_\_\_\_ **Spouse’s Signature:** \_\_\_\_\_  
*Print Name:* *(if applicable)* *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:**

**PHONE NUMBER:**

**CONTACT IN CASE OF EMERGENCY**

Name:

Relationship:

Address:

Home Phone Number:

Work Phone Number:

**INSTRUCTOR'S NAME:**

**ALTERNATIVE CONTACT**

Name:

Relationship:

Address:

Home Phone Number:

Work Phone Number:

**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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date: