

# Waiver and Release of Liability

In consideration of my permission to participate in Equine Affaire, I expressly agree and contract on behalf of myself, my heirs, executors, administrators, successors and assigns, that Equine Affaire, Inc. and its employees, officers, directors, representatives, agents, and affiliated entities (hereinafter "Equine Affaire, Inc."), shall not be liable for any damages arising from personal injuries (including death) sustained by me or damage to property, as a result of my participation in Equine Affaire, regardless of whether such injuries result, in whole or in part, from the negligence of Equine Affaire, Inc.

By the execution of this Agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, whether foreseen or unforeseen, and I hereby fully and forever release and discharge Equine Affaire, Inc., its employees, officers, directors, representatives, agents, and affiliated entities, from any and all claims, demands, damages, rights of action, causes of action, or costs, present or future, whether the same be known or unknown, anticipated, or unanticipated, whether under tort or other civil liability, resulting from or arising out of my participation in Equine Affaire.

I expressly agree to indemnify and hold Equine Affaire, Inc. harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I agree to be solely responsible for my safety and well being. I understand that Equine Affaire, Inc. does not provide any supervision, instruction or assistance relative to my participation in Equine Affaire.

I agree to comply with any and all rules imposed by Equine Affaire, Inc. regarding participation in Equine Affaire including, but not limited to, those rules as specified in the "Rules and Regulations Pertaining to Bringing Horses to Equine Affaire" which have been provided to me. I agree to conduct myself in a controlled and reasonable manner at all times.

I understand that participation in the activities of Equine Affaire involves inherent risk of serious injury, including permanent disability or death. I further understand that such risks include, but are not limited to, the following:

1. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
2. The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
3. Hazards, including, but not limited to, surface or subsurface conditions;
4. A collision with another equine, another animal, a person, or an object;
5. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

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## 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 General Laws.**

I have read the foregoing waiver and release of liability and voluntarily executed this document with full knowledge of its content.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*

**\*\*\*IF PARTICIPANT IS A MINOR OR UNDER EIGHTEEN (18) YEARS OF AGE, THIS WAIVER AND RELEASE MUST ALSO BE SIGNED BELOW BY THEIR PARENT, GUARDIAN, CUSTODIAN OR LEGAL REPRESENTATIVE \*\*\***

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*