

HORSEBACK RIDING/TRAINING RELEASE FORM

Indemnifying the entities below ("The Releasees," "Rebecca Segaloff"):

Rebecca Segaloff, MA Licensed Riding Instructor, License #I-05209

2 Bucket Mill Ln., Walpole, MA 02081

Capstone Farm, LLC, 240 Franklin St., Mansfield, MA 02084

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS BY SIGNING THIS AGREEMENT, YOU (AND/OR YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES").

"Horse" refers to any equine: horse, pony, mule, donkey, etc.

I, _____ (and my minor child _____)
(hereinafter the "Undersigned") reside at (Street Address) _____, in (City) _____, (State, Zip) _____.

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

(Initial next to each as you have read them.)

_____ 1. Acknowledge that an equine may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

_____ 2. **ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.

_____ 3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Rebecca Segaloff/Capstone Farm.

_____ 4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Rebecca Segaloff/Capstone Farm for any loss, damage, injury (including death) or cost to me or my child, arising from the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Rebecca Segaloff/Capstone Farm.

_____ 5. Release Rebecca Segaloff/Capstone Farm from any claim of negligence in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of tack, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Rebecca Segaloff/Capstone Farm which resulted in loss, damage, injury or death.

_____ 6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** Rebecca Segaloff/Capstone Farm from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse while under the instruction or care of Rebecca Segaloff/Capstone Farm.

_____ 7. Agrees that the Undersigned has read and understands the following language of the Massachusetts Equine Activity Liability Statute: **"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."**

8. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the Commonwealth of Massachusetts and is intended to be as broad and inclusive as is permitted by Massachusetts law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Rebecca Segaloff/Capstone Farm for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Ms. Segaloff/Capstone Farm in defending such an action.

10. ALL RIDERS ARE REQUIRED TO WEAR AN ASTM/SEI CERTIFIED PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT SAID HELMET IS NOT GUARENTEED TO BE EFFECTIVE AND MAY FAIL IN THE EVENT OF AN ACCIDENT. ALL RIDERS ARE REQUIRED TO PURCHASE THEIR OWN ASTM/FEI APPROVED HORSEBACK RIDING HELMET. **ALL RIDERS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR AN ASTM/FEI APPROVED HORSEBACK RIDING HELMET.**

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Rebecca Segaloff/Capstone Farm, allowing me or my child to ride or handle a horse as part of any equestrian program and/or event. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Signature _____

Date _____

Your Email _____

Your Phone # _____

Emergency Name & Phone Contact Number(s) _____

Relationship to Rider _____

Medical Release I authorize Rebecca Segaloff/Capstone Farm and its agents or operators to provide access to medical treatment at the nearest hospital if necessary. Name and signature of rider (or parent or guardian)

Please note any health considerations or chronic conditions that must be taken into account if medical care is required.

Photography Release

I allow my own/my child's picture and/or video to be taken and published to the Capstone Farm facebook page and/or Capstone Farm website. No names or personal information will be posted without obtaining further oral or written permission.

Signature _____

Print

Name _____

Date _____

Capstone Farm

Cancellation Policy

Rebecca requires 24 hours notice via text, e-mail, or phone call to cancel any scheduled lesson. If a lesson is cancelled more than 24 hours prior, that lesson may be rescheduled within 4 weeks. If the lesson is not taken within 4 weeks it is forfeited and no refund will be granted.

If a lesson is cancelled within the 24 hours prior to said lesson, the lesson must be paid for in full, and may not be rescheduled. No refund will be granted.

If you are late to your lesson (arrive later than your assigned/agreed up lesson time), your overall lesson time will be shortened (shorter riding time and/or grooming time at the instructor's discretion), and your lesson will still end on time. If your instructor is running late, the time will be made up within the current lesson or a future lesson. If you are 20 minutes late or more to your lesson it is considered a "no show" and cannot be rescheduled or refunded.

Lesson Payment Policy

Monthly Lesson Plans must be paid for before the first lesson of any particular month. In order to receive the discount associated with the Monthly Lesson Plan, a minimum of 4 lessons must be taken per month. If a lesson must be missed or cancelled, the 24-hours-notice policy applies (see above).

Pay As You Go Lessons must be paid for before the lesson is taken.

Late payments may be subject to a \$20 late fee, at the discretion of Rebecca.

Rebecca accepts checks and cash. Sorry, no credit cards.

Name (print)

Signature

Date