

Deborah N. Murphy (Riding Instructor)
Release and hold harmless agreement

Rider Name: _____ Date of Birth: _____

Address: _____

Phone number (s): _____

Email Address: _____

Are there any medical or physical needs that Deborah N. Murphy should be made aware of? _____

In case of an emergency please provide the name and phone number of who should be contacted:

Name: _____ Phone: _____

In case the above listed individual can not be contacted, please sign in order to authorize Deborah N. Murphy to arrange for emergency medical assistance and potential treatment. If the applicant is under 21 years of age, parent or guardian must sign to authorize.

Signature _____

The Participant hereby expressly agrees to the following:

1. Participant acknowledges that being present at a facility, where horses and/or other animals are present, and the acts of riding, caring for, working, spectating, observing, or even simply being in close proximity to, horses and/or other animals (hereafter called "Recreational Equestrian Activities") are activities carrying significant known and unknown risks. Participant acknowledges that these risks, whether ever-present or spontaneous, observable or unobservable, can result in serious bodily injury and/or death to the Participant, his/her animal(s) or both, and cannot be eliminated by any reasonable action of Deborah N. Murphy.

2. The Participant acknowledges, in the absence of this Agreement, Conn. Gen. Stat. § 52-557p provides that:

Each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by the negligence of the person providing the horse or horses to the individual engaged in recreational equestrian activities or the failure to guard or warn against a dangerous condition, use, structure or activity by the person providing the horse or horses or his agents or employees.

3. The Participant agrees that the provisions of this Agreement in which the Participant assumes all risks of and legal responsibility for engaging in Recreational Equestrian Activities, and in which the Participant waives and releases Deborah N Murphy from certain types of liability, are to be interpreted as broadly as possible, and are intended by the Participant and Deborah N. Murphy to extend liability limitations to Deborah N. Murphy beyond those provided in Conn. Gen. Stat. § 52-557p and/or any other applicable statute. The Participant agrees that hazards inherent in equestrian sports include, but are not limited to, the following: equines and other animals behaving with or without warning in ways such as bolting, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, charging, throwing, falling or stepping on a person or object, that may result in injury or death to persons on or around them; the unpredictability of equines' and other animals' reaction to such things as sounds, movement, objects, persons and/or

other animals; being matched with horses, tack, and/or equipment not suited to the Participant's abilities and/or skill level; hazards such as unsuitable surface, subsurface and environmental conditions, and equipment failure; collisions with vehicles, stationary objects and/or other animals; limited availability of emergency medical or veterinary care; and/or the negligence of a participant, Deborah N. Murphy, and/or a third party including, but not limited to the failure to guard or warn against a dangerous condition, use, structure or activity, that may cause or contribute to injury or death to the Participant, or damage to the Participant's property.

4. Each and all of the risks and hazards inherent in equestrian sports, including without limitation each of those stated in Paragraph 3 above, are considered, are agreed to be, and are hereafter called, "hazards inherent in equestrian sports."

Participant's initials _____

5. Except at specifically excluded herein, participant agrees to assume any and all risks involved in, or directly or indirectly arising from, the participant's involvement in recreational equestrian activities, including without limitation the risks of death, bodily injury, and/or property damage resulting from the hazards inherent in equestrian sports including the risk of Deborah N. Murphy's ordinary negligence.

6. participant waives, releases, and agrees to indemnify and defend Deborah N. Murphy against, and hold Deborah N. Murphy harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including court costs and attorney's fees, which in any way directly and/or indirectly arise from the participant's involvement in recreational equestrian activities, and/or from the risks of death, bodily injury, and/or property damage resulting from the hazards inherent in equestrian sports, including the risk of Deborah N. Murphy's ordinary negligence, and agrees to pay any/all legal fees and expenses incurred by Deborah N. Murphy, in defense of such claims.

7. participant further agrees not to sue Deborah N. Murphy on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of participant's engagement in recreational equestrian activities, including without limitation, those based on death, bodily injury, property damage, economic, non-economic and/or consequential damages resulting from the hazards inherent in equestrian sports, including the risk of Deborah N. Murphy's ordinary negligence.

8. It shall be the Participant's express and exclusive duty and obligation to, and the Participant agrees that he/she must and shall: a) continually assess to the Participant's satisfaction the safety and soundness of all animals, and equipment, utilized by the person engaged in recreational equestrian activities and to immediately notify Deborah N. Murphy in the event any unsafe or unsound condition is observed;

b) take appropriate precautions as if each animal with which Participant comes in contact at the Stable has the vice and propensity to behave with or without warning in ways such as bolting, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, charging, throwing, falling or stepping on a person or object, and to react unpredictably and wildly to such things as sounds, movement, objects, persons and/or other animals;

c) to the greatest extent reasonable under the circumstances, personally assess each animal the Participant rides, works, tacks up, handles, and/or approaches, to ensure that each said animal is suitable and safe for the Participant's activities, abilities and skill level; and

d) Personally ensure that all animals, tack and equipment used by Participant are in appropriate condition, properly fitted, properly adjusted, and properly matched to the Participant's abilities and skill level, so as to be suitably and safely used by the Participant.

9. Participant agrees to waive the protection afforded by any statute or law the purpose, substance and/or effect of which is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

10. Participant and Deborah N. Murphy each warrant that they have had the opportunity to negotiate each of the terms of this Agreement, and to consult with their own counsel over the drafting of this Agreement, and that both parties shall be considered the drafter for purposes of interpreting this Agreement.

11. This Agreement shall be interpreted pursuant to the laws of the State of Connecticut without regard to any conflicts of law provisions. If any term or provision of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. Exclusive jurisdiction for deciding any and all claims, demands or causes of action premised upon, stemming from, or related to this Agreement and/or any conduct addressed by this Agreement, and/or any damages or injuries alleged to have resulted from any such conduct, shall be in the courts of the State of Connecticut.

12. The provisions of this Agreement shall be binding on the heirs, executors, administrators and assigns of the Parties in like manner as on the original Parties, unless modified in writing by mutual agreement of the Parties.

13. The Participant shall have no power to assign or transfer this Agreement nor any right or obligation hereunder, and any attempt to so assign or transfer shall be void and of no legal effect. This Agreement and each of the rights and obligations hereunder may be freely assigned and/or transferred by Deborah N. Murphy.

14. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. This Agreement may be incorporated into other agreements, but no other agreement may be incorporated into, nor change the terms, conditions or warranties of this Agreement.

My signature below indicates that I have had the opportunity to consult my own legal counsel and to negotiate the terms of this agreement, I have read this entire agreement, I understand the terms completely as written, I understand I am giving up certain legal rights, and I agree to be legally bound by the terms of this agreement in their entirety.

Name: _____ Date: _____

(If over 18) Signature: _____

(If under 18) Parent or Guardian Signature: _____

Printed name of Parent or Guardian: _____

Address: _____

Phone: _____