

Roaming Pony Farm LLC
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Springfield, VT 05156

ROAMING
PONY
FARM
LLC



WAIVER, RELEASE OF LIABILITY, RECITATION OF RISKS, AND ASSUMPTION OF RISK AGREEMENT – Vermont

READ CAREFULLY BEFORE SIGNING

I agree to this Waiver, Release of Liability, Recitation of Risks, and Assumption of Risk Agreement ("Agreement") with **Roaming Pony Farm LLC**, (hereafter referred to as "Stable") as a condition for its allowing me and the persons identified below (if any), to do any or all of the following at any time and at any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "The Activities" throughout this Agreement.)

NAME (Please print clearly): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESS: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____

Date of Birth: _____ Date of Birth: _____

All parts of this Agreement apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this Agreement.]

IT IS AGREED AS FOLLOWS:

1. I have voluntarily requested to engage in any or all of **The Activities** and I am signing this agreement in consideration for being allowed to engage in any or all of **The Activities**. I understand that although I am signing this Agreement today, I also intend for this Agreement to be valid and binding now and at all times in the future when I engage in any or all of **The Activities** at any location.

2. **Recitation of Risks/Acceptance of Risks.** I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to sounds, sudden

movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on the land where The Activities take place; and/or collisions with other equines, animals, or objects. ***I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this Agreement. I am NOT relying on Stable to list all possible equine-related risks in this Agreement or any time, now or in the future.***

INITIAL HERE: _____

3. **LIABILITY WAIVER AND RELEASE:** As lawful consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I **(on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards)** agree to each of the following:

(a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties") **shall not be liable** for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location;

(b) I agree to assume the risks that are described above in this Agreement and to assume full responsibility for any and all bodily injuries or damages that I may sustain when engaging in The Activities; and

(c) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, a violation of a state Equine or Livestock Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location.

The term "damages" in this Agreement means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This Agreement is intended to apply and be binding regardless of whether I am riding, driving, handling, or near equines.

I have executed this Waiver, Release of Liability, Recitation of Risks, and Assumption of Risk Agreement willingly and after having read or been advised of the following warning:

WARNING

Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A. § 1039.

INITIAL HERE: _____

4. **INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless The Released Parties against any and all claims, demands, actions, liabilities, losses, or suits that are brought against The Released Parties (or either of them) which are in any way connected with my/our participation in any of the Activities at any time and at any location, including claims that allege acts or omissions of The Released Parties that are negligent or in violation of a state equine activity liability act. This indemnification shall also include reimbursement of reasonable attorney fees and costs incurred by The Released Parties.

5. **ASTM/SEI Helmet/Headgear.** I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, handling, driving, or near equines. I am NOT relying on Stable to provide a helmet for me, to check any helmet or strap that I may wear, or to monitor my compliance with this requirement. All participants are required to wear a helmet when engaging in The Activities.

6. **Emergencies.** Person(s) to Contact in Case of Emergency:

Name: _____

Phone: _____

Relationship: _____

7. Vermont law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This Agreement can only be modified in writing and signed by me and Roaming Pony Farm (on behalf of Stable). I agree to pay any attorney fees and costs for The Released Parties (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless The Released Parties for such fees and costs.

8. ALSO, I REPRESENT (please check and initial each box below):

_____ I AM AT OR OVER 18 YEARS OF AGE;

_____ I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS AGREEMENT;

_____ I HAVE READ THIS ENTIRE AGREEMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;

_____ I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;

_____ I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY STABLE REGARDING THIS AGREEMENT, OR ITS TERMS, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT;

_____ BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES;

_____ I UNDERSTAND THAT I AM GIVING UP RIGHTS TO SUE WHETHER OR NOT I AM RIDING AN EQUINE AND REGARDLESS OF WHERE I MAY BE INJURED; AND

_____ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: _____

PRINT NAME HERE: _____

DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent):

PRINT NAME HERE: _____

DATE : _____

ACCEPTED BY:

“STABLE” REPRESENTATIVE

SIGNATURE: _____

DATE: _____