



# SANDY BAY STABLES

120 Main Street/29 Jerdens Lane, Rockport, MA 01966 Phone: 978-546-5925

## RIDER/PARTICIPANT

### RELEASE FROM LIABILITY ~ HOLD HARMLESS AGREEMENT

\* This Agreement is 2 Pages or 1 that is double sided.

This RELEASE FROM LIABILITY is made and entered into on this **DATE OF:** \_\_\_\_\_ 20\_\_\_\_, and contains NO expiration date, by and between: Krissie & Richard Burnham, DBA **Sandy Bay Stables**, hereinafter referred to as Sandy Bay Stables or SBS of 29 Jerdens Lane in the state of Massachusetts, Essex County, and **Melissa Consalvo**, Licensed Riding Instructor and Trainer from Chelmsford, MA, Essex County, hereinafter referred to as Melissa or Melissa Consalvo, and

**Print Rider's Name here:** \_\_\_\_\_, hereinafter who hereby

*Print First Middle Initial Last Name*

claims responsibility for self designated as "rider" and his/her agents such as friends, family, agents, customers, and any and all guests present on their behalf. If Rider is a minor,

**Riders' Parent or Guardian:** \_\_\_\_\_ who hereby claims

*(Parents or Guardians print name full name)*

full responsibility for rider, in addition to rider's agents, friends, heirs, family and any and all guests present on their behalf. In return for the use today, and on all future days, of SBS property, facilities, and services of Sandy Bay Stables and any and all of Sandy Bay's representatives. The Rider/Participant, his heirs, assigns, family, guests, and legal representatives all herein referred to as "Rider", hereby expressly agrees to the following:

- Rider understands there are risks in and around equine activities and has read and understand the Equine Warning under Massachusetts Laws.
- Rider agrees to Assume any and all risks involved with in or arising from Rider's use of horses or the own presence upon Sandy Bay Stable's property and facilities including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
- Rider, if owner or leasee of horse, is responsible for full and complete insurance coverage on horse, personal property and himself.
- Rider Agrees to hold Sandy Bay Stables and all successors, assigns, representatives, subsidiaries, franchises, affiliates, officers, directors, owners, partners, employees, boarders, tenants, servants, and agents completely harmless and not liable and release them from all liability whatsoever. Furthermore, Rider agrees not to take legal action, or sue, SBS and its representatives on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon horses, property, and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages.
- Rider agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect 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 expect to exist at the time of executing the release.
- Rider agrees to indemnify and defend Sandy Bay Stables and all successors, assigns, subsidiaries, representatives, franchises, affiliates, officers, directors, owners, partners, employees, servants, and agents against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from Rider's use of or presence upon Sandy Bay Stable's property and facilities.
- Rider agrees to abide by all of Sandy Bay Stable's rules and regulations. Protective headgear is strongly recommended due to the inherent risks of equine activities. Rider will make the final decision of whether to wear or not wear protective headgear if over the age of 18. If under the age of 18, rider agrees to wear protective headgear.
- If Rider's own horse is injured in anyway while on Sandy Bay Stables property, Rider agrees to hold Sandy Bay Stables and its agents, representatives, partners, employees harmless. Rider agrees to pay any and all attorney fees for Sandy Bay Stables in any legal actions or suits in relation to a Rider or their horse's injury.

Initials \_\_\_\_\_



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- If Rider is using a Rider's own horse, the horse shall be free from infection, contagious or transmissible diseases. Sandy Bay Stables reserves the right to refuse the horse if not in proper health or is deemed dangerous or undesirable.

## **RELEASE FROM LIABILITY ~ HOLD HARMLESS AGREEMENT**

This contract is non-assignable and non-transferable and is made and entered into the State of Massachusetts, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When Sandy Bay Stables and Rider (and Rider's parent or guardian, if Rider is a minor) sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

### **\* \* WARNING \* \***

**Under Massachusetts Law, an equine professional is NOT liable for any injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. Pursuant to Chapter 128, Section 2D of the Mass. General Laws.**

I, the undersigned, have read the Equine warning and the 2 pages of this liability release. I/we fully understand and agree to this release and agree it is intended to be as broad and inclusive as permitted by law:

\_\_\_\_\_  
SIGNATURE: Rider's Signature (all riders MUST sign) Date: \_\_\_\_\_

\_\_\_\_\_  
PLEASE PRINT RIDER'S FULL NAME Age/DOB \_\_\_\_\_

### **RIDER'S / PARTICIPANT'S INFORMATION:**

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

PLEASE LIST EMERGENCY CONTACT PERSON(S) AND TELEPHONE NUMBERS: \_\_\_\_\_

### **PARENTS SIGN IF RIDER IS MINOR:**

\_\_\_\_\_  
PARENT SIGNATURE DATE

\_\_\_\_\_  
PRINT PARENT/LEGAL GUARDIAN NAME(S) DATE

\_\_\_\_\_  
SIGNATURE: Melissa Consalvo, Trainer Sandy Bay Stables DATE

\_\_\_\_\_  
Signature: Krissie Burnham, Owner Sandy Bay Stables DATE

Initials \_\_\_\_\_