



SANDY BAY STABLES
DOUG CROSS/AMY GOMILLOUT
29 Jerdens Lane, Rockport, MA 01966

RIDER/PARTICIPANT
RELEASE FROM LIABILITY ~ HOLD HARMLESS AGREEMENT

This Agreement is 2 Pages

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 and Natural Horsemanship Trainer, Doug Cross and assistant/Manager, Amy Goumillout of 29 Jerdens Lane, Rockport, in the state of Massachusetts, Essex County. AND

Print Rider's/Participant's Name here: _____, hereinafter who
(*Print First Middle Initial Last Name*)

hereby 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 full responsibility
(*Parents or Guardians print name full name*)

for rider/participant, 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, use of facilities, services of Doug Cross and Amy Goumillout, use of horses, and any and all of SBS or Doug Cross and Amy Goumillout'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 (posted around the barn yard as well as included in this release) 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 own horse, personal property and himself.
- Rider Agrees to hold Doug Cross, Amy Goumillout and 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, and/or Participant, agrees not to take legal action, or sue, SBS, Doug Cross, or Amy Goumillout 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 horses, or facilities, 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, Doug Cross, and Amy Goumillout, 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 Doug Cross's rules and regulations. Protective headgear is strongly recommended due to the inherent risks of equine activities. Rider makes 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 under the law.
- If Rider's own horse is injured in anyway while on Sandy Bay Stables property or under the care of Doug Cross and Amy Goumillout, Rider agrees to hold Sandy Bay Stables, Doug Cross, and Amy Goumillout and their agents, representatives, partners, employees harmless. Rider agrees to pay any and all attorney fees for Sandy Bay Stables, Doug Cross, and Amy Goumillout in any legal actions or suits in relation to a Rider or their horse's injury.
- If Rider is using Rider's own horse, the horse shall be free from infection, contagious or transmissible diseases. Sandy Bay Stables, Doug Cross and Amy Goumillout reserves the right to refuse a horse if not in proper health or is deemed dangerous or undesirable.

INITIALS Participant: * _____
Agreement: Rider/Participant, Doug Cross/Amy Goumillout, SBS



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* **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.

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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. When Sandy Bay Stables, Doug Cross, and Amy Goumillout and Rider (and Rider's parent or guardian, if Rider is a minor) sign this Agreement, it will then be binding on all parties, subject to the above terms and conditions.

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:

SIGNATURES:

*

_____ Date: _____
 SIGNATURE: Rider's Signature (All Participants/Riders MUST sign)

_____ Age/DOB _____
 PLEASE PRINT Rider's Full Name

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

_____ Date _____
 Parent Signature

Please PRINT Parent/Legal Guardian's Full Name

RIDER'S / PARTICIPANT'S INFORMATION:

*

Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

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

Signature: Doug Cross, Trainer Sandy Bay Stables Date

Signature: Amy Goumillout, Assistant/Manager Date

Signature: Owner, Sandy Bay Stables Date

INITIALS Participant: * _____
 Agreement: Rider/Participant, Doug Cross/Amy Goumillout, SBS