



Krissie & Richard Dan Burnham DBA SANDY BAY STABLES, 120 Main Street, Rockport, MA 01966

RELEASE AND WAIVER OF LIABILITY/INDEMNITY AGREEMENT/PHOTO RELEASE

In consideration of being permitted to utilize and/or rent the facilities, the services, lessons, clinics, programs, and horses and ponies of Sandy Bay Stables for any purpose, including but not limited to observation of use of facilities, animals, equipment or participation in any off-site program activity with Sandy Bay Stables, the undersigned, for himself or herself and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities. It is further warranted that such entry into Sandy Bay Stables for observation or use of any facilities, animals, or equipment or participation in off premise activity constitutes an acknowledgement that such premises and all facilities and equipment thereon and such off premise facilities have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER SANDY BAY STABLES FOR ANY PURPOSES INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM OR ACTIVITY THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

#1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND CONVENANTS NOT TO SUE SANDY BAY STABLES, RICHARD OR KRISSIE BURNHAM, its directors, trainers, instructors, employees, subcontractors, volunteers, helpers and agents (hereinafter referred to as "Releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the Negligence of the Releases or otherwise while the undersigned is in, upon, or about, or observing or participating in an off premise activity.

#2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon, or about Sandy Bay Stables premises or in any way observing or using any facilities, animals, or equipment of Sandy Bay Stables.

#3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Release or otherwise while in, about or upon the premise of Sandy Bay Stables and/or while using the premises, facilities, horses, animals, or equipment.

#4. BY SIGNING THIS AGREEMENT, I hereby give my permission for Sandy Bay Stables to take my photograph or a photograph of my child(ren) and use or publish this likeness for Sandy Bay Stables purposes, and I release Sandy Bay Stables from any claims for such use.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, INDEMNITY AGREEMENT, PHOTO RELEASE is intended to be as broad and inclusive as is permitted by- the law of the state of Massachusetts and that if any portion thereof is held invalid, it is agreed That the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER IF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representatives, statements, or inducement apart from the foregoing written agreements have been made.

I HAVE READ THIS RELEASE... Signed for myself and /or minor Child(ren).

PRINT NAME

PRINT CHILD(REN) NAME(S)

Signature

Date

Witness

Date