

Bennett Farm
339 North Avenue
Rochester, MA 02770
508-763-2863

Release of Liability

This release of liability is made and entered into this _____ day of _____, _____, by and between **Robin Correia**, individually, and doing business as (dba) **Bennett Farm**, collectively, hereinafter designated **Owner**, and _____, hereinafter designated **Rider**; and, if Rider is a minor, Rider=s parent or legal guardian, _____. In return for the use, today and on all future dates of the property, facilities, and services of the Owner, the Rider, her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage on her horse, personal property, and herself.
2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER=S USE OR PRESENCE UPON OWNER=S PROPERTY AND FACILITIES AND THAT THERE ARE INHERENT DANGERS AND HAZARDS WHEN HANDLING AND RIDING HORSES. 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, or the negligence or deliberate act of another person.
3. Rider agrees to hold Owner and all of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on injuries, damages, costs, or expenses arising out of Rider=s use of or presence upon Owner=s property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Owner.
4. Rider agrees to value the protection afforded by any statute, law, or decision of the Courts of the Commonwealth of Massachusetts now existing or hereafter in force and effect 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 suspect to exist at the time of executing the release or otherwise shall negate or limit the applicability or enforceability of this Release.
5. Rider agrees to indemnify and defend Owner against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney=s= fees, which in any way arise from Rider=s use of or presence upon the Owner=s property and facilities.
6. Rider agrees to abide by all of Owner=s rules and regulations whether now existing or hereafter adopted.

7. If Rider is using his horse, the horse shall be free from infectious, contagious, or transmissible disease. Owner reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable, such refusal to be in the sole discretion of Owner.
8. This contract is non-assignable and non-transferable by Rider and is made and entered into the Commonwealth 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 the Owner and Rider and Rider=s parent or legal guardian if Rider is a minor, sign this contract, it will then be binding upon both parties, subject to the above terms and conditions.
9. This contract shall in no manner entitle the Rider to use the property, facilities, and services of the Owner beyond the date contained in any notification sent, postage prepaid, to the Rider at the address set forth below or other wise communicated to Rider by Owner. The Owner specifically reserves the right to withdraw use of such property, facilities, and services to Rider at any time and for any reason. The provisions hereof shall survive termination of Rider=s use of such property, facilities, and services by Owner and/or by Rider.

WARNING

Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

Signature of Owner (Agent): _____

Signature of Rider: _____

Signature of Parent or Guardian if Rider is a Minor: _____

Address of Rider: _____

