



# EDC Release Form

## Agreement for Release & Waiver of Liability for Adult

I request permission to participate in any/all equestrian activities with the Equine Discovery Center (EDC). I fully understand that horseback riding and related activities (which can include riding over fences, other obstacles, and steep and rough terrain) are very dangerous activities. I wish to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury (including death) to me or my property.

In exchange for being permitted to participate in these activities, for myself, my heirs, guardians, and legal representatives, I release and agree not to make or bring any claim of any kind against the Equine Discovery Center, or its owners, officers, directors, employees, trainers/instructors, guests or any landowners, landholders, or any other persons making property available for Equine Discovery Center, for any injury (including death), to me or any damage to my property whether from anyone's negligence or not, or any other cause, arising out of my participation in these dangerous horseback riding or related activities; and I also agree if anyone makes any claims because of any injury to me (including death), or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims.

Date:	Printed Name:
Horse's Name:	Signature:
Club Affiliation:	Address (Street/City/State/Zip):
Emergency Contact Name (Print):	
Emergency Contact Phone:	Phone Number:
Insurance (Optional/for emergency use):	Email Address:

**ATTENTION! Under New Hampshire law, a participant in equine activities assumes the risk of any injury, harm, damage, or death and any legal responsibility that may occur to participant resulting from the inherent risks associated with equine activities. Pursuant to R.S.A. 508:19**



# EDC Release Form

## Agreement for Release & Waiver for Minor Child

I request permission for my child, named below, to participate in any/all equestrian activities with the Equine Discovery Center (EDC). I fully understand that horseback riding and related activities (which can include riding over fences, other obstacles, and steep and rough terrain) are very dangerous activities. I wish to allow my child to participate in these activities knowing they are dangerous. I accept and assume all the risks of injury (including death) to my child or my property. I represent and warrant that I have the authority to give this release.

In exchange for my child being permitted to participate in these activities, for my child, myself, my child's heirs, guardians, and legal representatives, I release and agree not to make or bring any claim of any kind against the Equine Discovery Center, or its owners, officers, directors, employees, trainers/instructors, guests or any landowners, landholders, or any other persons making property available for the Equine Discovery Center, for any injury (including death), to my child or any damage to my property whether from anyone's negligence or not, or any other cause, arising out of my child's participation in these dangerous horseback riding or related activities; and I also agree if anyone makes any claims because of any injury to my child (including death), or for any damage to my property, I will keep all those released by this agreement free of any damages or costs because of those claims.

Date:	Printed Name (Minor/Child):
Horse's Name:	Printed Name (Parent/Guardian):
Club Affiliation:	Signature (Parent/Guardian):
Emergency Contact Name (Print):	Address (Street/City/State/Zip):
Emergency Contact Phone:	
Insurance (Optional/for emergency use):	Phone Number:
	Email Address:

**ATTENTION! Under New Hampshire law, a participant in equine activities assumes the risk of any injury, harm, damage, or death and any legal responsibility that may occur to participant resulting from the inherent risks associated with equine activities. Pursuant to R.S.A. 508:19**



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## General Release for Equine Discover Center: Hold Harmless and Indemnity Agreement for Equine and Related Activities

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Please complete the identification portion at the top then read the entire release, initial each entry on the line provided and include your signature at the end. Parents must sign for minors (under age 18) and minors must complete the box on the following page.

### Rider Identification:

Name:	Phone:
Address (Street/City/State/Zip):	

### Parent or Guardian Identification, if rider is a minor (under age 18):

Name:	Phone:
Address (Street/City/State/Zip):	

This agreement is made between Equine Discovery Center (EDC) and the Rider and Rider's parents (or guardian if Rider is a minor). In exchange for the use and enjoyment of the property of Equine Discovery Center services, training, skills, animals or facilities, today and for all future dates, whether for fee or not. The Rider and Rider's parent or guardian on behalf of Rider each, and their heirs, and assigns hereby release, hold harmless and indemnify Equine Discovery Center owners and its agents, employees and assigns, for any and all activity in any way related to equine activities, including but not limited to any activity for which the Rider and/or parents or guardian may be present on the premises of Equine Discovery Center, including as a spectator.

1. If only one parent signs this agreement for a minor child, that parent represents that they have the authority to sign on behalf of and thereby binds both parents.
2. Rider and Parents agree to abide by all rules and regulations of Equine Discovery Center. \_\_\_\_\_
3. Rider and Parents agree to carry insurance on their personal property and themselves and acknowledge that insurance is not provided by Equine Discovery Center. \_\_\_\_\_
4. Rider and Parents understand and agree that horseback riding in all respects (including but not limited to jumping fences and other obstacles, polo, trail riding over steep and rough terrain, etc.) can be a very dangerous activity, and agree nevertheless to participate in these activities knowing that they are dangerous and accept and assume all the risks of injury, including death, for the rider or to their property. \_\_\_\_\_ Rider and Parents agree that any work done by them without monetary compensation in and around Equine Discovery Center does not make them employees or agents of Equine Discovery Center. \_\_\_\_\_
5. Rider and Parents agree that they are voluntarily participating in activities at Equine Discovery Center and are under no compulsion to do so. Rider and Parents assume and accept any and all risks involved in or in any way arising from their use of, or presence upon, the property and facilities and the services of Equine Discovery Center, including but not limited to bodily injury, death, property damage, and the unavailability of emergency medical care, or any other loss or damage, even if the method of injury or loss or the nature and extent thereof are not contemplated at the time of signing of this agreement.
6. Rider and Parents acknowledge that by this agreement the rights of Equine Discovery Center will extend to those under RSA 508:19 and beyond to the greatest extent permitted by New Hampshire law. 2015 NH Statute 508:19 Liability; Equine Activities II. Except as provided in paragraph III of this section, an equine activity sponsor, an equine professional, or any other person engaged in an equine activity, shall not be liable for an injury or the death of a participant resulting from the inherent risks of equine activities and, except as provided in paragraph III of this section, no participant's representative shall make any claim against, maintain an action against, or recover from



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any other person for injury, loss, damage, or death of a participant resulting from any of the inherent risks of equine activities. Each participant in an equine activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equine activity. Each participant shall have the sole responsibility for knowing the range of his or her ability to manage, care for, and control a particular equine or perform a particular equine activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular equine at all times while participating in an equine activity, to heed all posted warnings, and to refrain from acting in a manner which may cause or contribute to the injury of any person.

7. By signing this document, Rider and Parents agree to not bring any claim of any kind whatsoever against Equine Discovery Center, its agents, employees and assigns, arising out of any and all activity in any way related to equine activities, including but not limited to any activity for which the Rider and/or Parents or guardian may be present on the premises of Equine Discovery Center, including as a spectator. In addition, they agree to hold Equine Discovery Center harmless and indemnify it from any such claims that may be brought, and that such indemnity will extend to any amounts for which Equine Discovery Center may be liable, including attorney's fees and costs. \_\_\_\_\_
8. Notwithstanding anything contained within, rider and parents understand that this agreement is intended to and does extend to claims of any kind, including the negligence of Equine Discovery Center, its agents, and employees whether allegedly due to their actions or the actions or negligence of third parties. By signing this agreement, rider and parents and guardian understand that Equine Discovery Center, its agents, and employees will not be responsible for the consequences of their own negligence.
9. This agreement constitutes a contract made and entered into in the State of New Hampshire, and shall be enforced and interpreted under the laws of this state. Should any clause herein be declared invalid by a New Hampshire court, all other clauses shall remain in full force and effect.

**Minor (under age 18) Rider:** I know that riding horses can be dangerous and that there may be hazards in the fields, trails or other riding areas that may be a problem for me or my horse.

Some of these hazards might be \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Some of the dangers of horseback riding might include \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of minor

<b>Rider:</b> Authorized Signature	<b>Minor Rider's Parent(s) or Guardian:</b> Authorized Signature
Date:	Date: