



## Agreement for Release & Waiver of Liability

I request permission to participate in cross-country riding and foxhunting with the Wentworth Hunt. I fully understand that cross-country horseback riding and foxhunting (which includes 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 Wentworth Hunt, or its masters, officers, directors, members, employees, or guest or any landowners, landholders, or any other persons making property available for the Wentworth Hunt, 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, foxhunting 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

\_\_\_\_\_  
Emergency Contact Name (print)

\_\_\_\_\_  
City/Town                      State                      Zip

\_\_\_\_\_  
Emergency Contact Phone

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Insurance (optional) – only to be used in case of emergency

\_\_\_\_\_  
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**



### Agreement for Release & Waiver for a Minor Child

I request permission for my child, named below, to participate in cross-country riding and foxhunting with the Wentworth Hunt. I fully understand that cross-country horseback riding and foxhunting (which includes 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 Wentworth Hunt, or its masters, officers, directors, members, employees, or guest or any landowners, landholders, or any other persons making property available for the Wentworth Hunt, 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, foxhunting 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

\_\_\_\_\_  
Printed Name – Parent/Guardian

\_\_\_\_\_  
Signature – Parent/Guardian

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

\_\_\_\_\_  
Horse's Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
Club Affiliation

\_\_\_\_\_  
City/Town                      State                      Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Emergency Contact Name (print)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Emergency Contact Phone

\_\_\_\_\_  
Insurance (optional) – only to be used in case of emergency

**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**

**General Release for Tuckaway Farm Owners & Sheltering Rock LLC  
Hold Harmless and Indemnity Agreement for Equine and Related Activities**

**2010**

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 page two.

Rider identification:

Name: \_\_\_\_\_ Phone \_\_\_\_\_

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

Parent or guardian identification if rider is a minor (under age 18):

Name: \_\_\_\_\_ Phone \_\_\_\_\_

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

This agreement is made between Tuckaway Farm owners & Sheltering Rock LLC 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 Tuckaway Farm & Sheltering Rock 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 Tuckaway Farm owners & Sheltering Rock LLC, 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 Tuckaway Farm & Sheltering Rock LLC, 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 Tuckaway Farm & Sheltering Rock LLC.  
\_\_\_\_\_
3. Rider and Parents agree to carry insurance on their personal property and themselves and acknowledge that insurance is not provided by Tuckaway Farm owners or Sheltering Rock LLC. \_\_\_\_\_
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 Tuckaway Farm or Sheltering Rock LLC does not make them employees or agents of Tuckaway Farm or Sheltering Rock LLC. \_\_\_\_\_

5. Rider and Parents agree that they are voluntarily participating in activities at Tuckaway Farm & Sheltering Rock LLC 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 Tuckaway Farm & Sheltering Rock LLC, 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 Tuckaway Farm & Sheltering Rock LLC will extend to those under RSA 508:19 and beyond to the greatest extent permitted by New Hampshire law. \_\_\_\_\_

**2010**

**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 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 Tuckaway Farm and Sheltering Rock LLC, 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 Tuckaway Farm or Sheltering Rock LLC, including as a spectator. In addition, they agree to hold Tuckaway Farm and Sheltering Rock LLC harmless and indemnify it from any such claims that may be brought, and that such indemnity will extend to any amounts for which Tuckaway Farm and/or Sheltering Rock LLC may be liable, including attorney's fees and costs. \_\_\_\_\_
- 9. 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 Tuckaway Farm and/or Sheltering Rock LLC, 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 Tuckaway Farm and/or Sheltering Rock LLC, its agents, and employees will not be responsible for the consequences of their own negligence. \_\_\_\_\_
- 10. 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

**Rider**

**Rider's parent(s) or guardian  
(if rider is a minor)**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Authorized signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date