

Kearsarge Meadows, LLC
HORSE Board / Livery
Release of Liability Agreement

This Release of Liability Agreement is made and entered into on this day of _____, by and between Kimberley Brown Edlmann of Kearsarge Meadows, LLC, of Warner, New Hampshire, hereinafter designated as MANAGER and _____ hereinafter designated as BOARDER. This agreement covers the Board / Livery of BOARDER's HORSE(s), hereinafter designation as HORSE and listed below:

<i>HORSE's Name</i>	<i>Sex</i>	<i>Age</i>	<i>Color</i>	<i>Height</i>	<i>Breed / Registration Details</i>

In return for the stabling and daily care of HORSE, use of the equestrian aspects of the property & facilities, and other equine related services provided by MANAGER and Kearsarge Meadows employees, BOARDER, his heirs, assigns, and legal representatives, hereby expressly agree to the following statements :

1. BOARDER accepts and understands that according to the NH RSA 508:19, **“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.”**

BOARDERs Initials: _____

2. It is the responsibility of BOARDER to carry full and complete insurance coverage on HORSE, personal property kept at Kearsarge Meadows, and himself. Manager is not responsible for insuring BOARDER's HORSE or personal property.

BOARDERs Initials: _____

3. BOARDER agrees to assume any and all risks involved in or arising from the BOARDER's use of or presence upon Manager'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 or veterinary care, or the negligence or deliberate act of another person not associated with Kearsarge Meadows.

BOARDERs Initials: _____

4. BOARDER agrees to hold Manager and all of its successors, assigns, subsidiaries, 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 account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of BOARDER's use of or presence upon Manager'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 Manager.

BOARDERS Initials: _____

5. BOARDER 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 suspect to exist at the time of executing the release.

BOARDERS Initials: _____

6. BOARDER agrees to indemnify and defend Manager 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 the BOARDER's use of or presence upon the Manager's property and facilities.

BOARDERS Initials: _____

7. BOARDER agrees to abide by all of Manager's rules and regulations.

BOARDERS Initials: _____

8. Upon arrival, BOARDER will provide proof of vaccination and negative Coggins test from within the past 12 months and insure HORSE is free from infection, contagious, or transmissible disease. Manager reserves the right to refuse to allow a HORSE onto Manager's property if believed to be not in proper health or is deemed dangerous or otherwise undesirable to have on the property.

BOARDERS Initials: _____

9. This contract is non-assignable and non-transferable and is made and entered into the State of New Hampshire 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 and the State Law is to be obeyed. When the Manager and BOARDER and BOARDER's parent or guardian, if BOARDER is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

BOARDERS Initials: _____

10. BOARDER recognizes that Manager is not a licensed equine medical practitioner, nor that Manager has any formal equine medical training. BOARDER recognizes that Manager will seek emergency assistance on behalf of HORSE as deemed necessary. BOARDER authorizes Manager to contact any Veterinarian or Farrier in cases of emergency on behalf of HORSE. BOARDER agrees to cover any expenses that are incurred due to this emergency action.

BOARDERS Initials: _____

Kearsarge Meadows

Barn Rules & Regulations

Barn rules include the following, as well as those posted on the property and those shared verbally.

- ◆ Board payment is due on the 1st day of each month. The board rate is posted in the barn and on the farm's website, Kearsarge-Meadows.com. BOARDERS will receive two months notice of any changes to the board rate. BOARDER's Initials: _____
- ◆ HORSES who are disruptive, difficult to handle, or cause damage to the property will be asked to leave without notice. A refund for unused board days will be provided. BOARDER's Initials: _____
- ◆ All HORSES must be vaccinated annually for all diseases as recommended by Blackwater Veterinary Services. All vaccination records must be provided to Manager. BOARDER's Initials: _____
- ◆ All HORSES must receive regular farrier care at least every 8 weeks. BOARDER's Initials: _____
- ◆ All HORSES will be wormed with Ivermectin every two months by Manager. Fecal worm egg counts and additional worming is the responsibility of the Owner. BOARDER's Initials: _____
- ◆ All visitors, including friends and family, must meet with Manager and fill out a Visitor's Release of Liability before entering the barns or walking around the property. If the Manager is not available, visiting is not permitted. BOARDER's Initials: _____
- ◆ No visitor may not stand closer than 6 feet, touch, nor feed any HORSE without the Owner's supervision. Owner takes full responsibility for any injury or damage to visitor, HORSE, or property. BOARDER's Initials: _____
- ◆ BOARDERS may only handle their own HORSE, unless specifically allowed by the Owner of the HORSE in question. BOARDER's Initials: _____
- ◆ All riders must wear ASTM / SEI certified equestrian approved helmets when riding. All minors must wear helmets when handling any HORSES. BOARDER's Initials: _____
- ◆ Outside trainers are only permitted to teach on the premises with Manager's prior approval and proof of insurance. BOARDER's Initials: _____
- ◆ Riding on groomed grass trails is only allowed when the ground is firm. Riding on soft, wet ground damages the trails. BOARDER's Initials: _____
- ◆ All riders and handlers are responsible for picking up their own HORSE's manure from trails and riding areas. BOARDER's Initials: _____
- ◆ All riders must wear high visibility clothing when riding in the woods and on the trails. Riders will carry a cell phone for emergency use only. BOARDER's Initials: _____

Contacts & Disclosure

Name of Boarder	_____	Veterinarians (in order of preference)
Home Address	_____	_____
Town, State, Zip Code	_____	_____
Telephone	_____	_____
Mobile / Cell Phone	_____	Farriers (in order of preference)
Emergency Contact	_____	_____
Relationship to Boarder	_____	_____
Best Contact Telephone	_____	_____
Signatures	Boarder	_____
	Boarder's Parent / Guardian if a Minor	_____
	Kearsarge Meadows Owner	_____

Please use the space below to disclose and alert Manager to any known issues, allergies, behaviors, or conditions with HORSE which may require special attention or handling, including those which are current and those seen in the past but which may recur during his stay at Kearsarge Meadows.

Welcome to Kearsarge Meadows, Home of Happy Horses