

**Kearsarge Meadows, LLC
Riding Lessons / Arena Use
Release of Liability**

This RELEASE of LIABILITY is made and entered into on this day of _____, by and between Kimberley Edlmann of Kearsarge Meadows, LLC, hereinafter designated MANAGER and _____ hereinafter designated RIDER. In return for the use, today and on all future dates of the property, facilities, and services of the Manager, the Rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. Visitor 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.”**
2. It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself. Manager is not responsible for insuring Rider's horse, Rider's personal property, or Rider.
3. Rider agrees to assume any and all risks involved in or arising from the Rider'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 care, or the negligence or deliberate act of another person.
4. Rider 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 Rider'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.
5. Rider 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.
6. Rider agrees to indemnify and defend Manager against, and hold it harmless from any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Manager's property and facilities.
7. Rider agrees to abide by all of Manager's rules and regulations.
8. If Rider is using his own horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse to allow a horse onto Manager's property if believed not in proper health or is deemed dangerous or undesirable.
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, Rider and Rider's parent or guardian, if Rider is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Manager's Signature

Rider's Signature

Date

Rider's Parent or Guardian (If Rider is a minor.)

Rider's Emergency Contact Name / Phone Number