Liability Release for Students/Riders/Boarders (Participants)

– PLEASE READ CAREFULLY –

I, __________________________ (Participant) and __________________________ (Parent if participant is minor) understand and accept the risks and rules below:

I, __________________________________ (Participant) and __________________________________ (Parent if participant is minor)

I understand that the handling, use and riding of a horse involves the risk of injury or death. I also understand that under Vermont Law an equine activity sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A § 1039. With full knowledge of these and all other dangers inherent to the sport of horseback riding and equine activities, I am knowingly participating in boarding/riding and or training at Rough Terrain Farm and voluntarily engage myself (and or my minor child) in these activities and fully assume all risks involved.

I understand that I must follow the policies and safety rules of Rough Terrain Farm when at these premises.

I agree to fully and forever release and hold harmless Rough Terrain Farm, its employees, owners, riding instructors, Leslie Bancroft Haynes and other agents acting on behalf of or for Rough Terrain Farm from any and all liabilities due to injuries, claims, damages, actions or losses, which may arise out of my, my minor child’s, or my guest’s presence at Rough Terrain Farm or the boarding and handling of my horse(s), including without limitation this stables ordinary negligence in the operation of the stable.

Except in the event of this stable’s gross negligence or willful misconduct, I shall bring no claims, demands, actions or litigation against this stable, its employees, owners, its riding instructors, Leslie Bancroft Haynes and other agents acting on behalf of or for Rough Terrain Farm for any economic losses and non-economic losses due to bodily injury, death or property damage, sustained by me or my minor child (if applicable) in relation to the premises and operations of this stable.

I agree that this release shall be subject to the laws of the State of Vermont and any dispute relating to this release shall be decided by the courts of the State of Vermont. I agree and hereby waive, to the extent not prohibited by applicable law, the right to a trial by jury and hereby agree, instead to a court trial.

I HAVE READ, I UNDERSTAND AND I AGREE TO THIS ENTIRE LIABILITY RELEASE.

__________________________________________  __________________________________________
Signature of Participant, Date                           Signature of Parent (if applicable), Date