



Destiny's Ride

Therapeutic Equestrian Program
Mailing Address 406 Old Post Rd ~ Stop 24
Ghent, NY 12075
(518)822-0562

RELEASE AND INDEMNIFICATION

This release and indemnification is made by and between the undersigned participant (the "Participant"), the undersigned parents (the "Participant's Parents") and any and all persons and parties now or hereafter having any interest in the business known as Destiny's Ride Therapeutic Equestrian Program, Inc., a Massachusetts corporation, together with any and all employees, agents and servants of Destiny's Ride Therapeutic Equestrian Program, Inc. any and all sponsors, judges, volunteers, interns, coordinators, officials, benefactors and any other individual or entity having any connection with or relation to Destiny's Ride Therapeutic Equestrian Program Inc.. (Collectively "DRTEP, Inc."). DRTEP, Inc. provides horseback riding lessons to individuals, including but not limited to disabled and handicapped children (the "Program"). DRTEP, Inc. leases stable, pasture, indoor and outdoor arenas and related spaces at the located at 300 New Concord Rd, East Chatham, NY (the "Farm"; the owner, from time to time, of the Farm is referred to herein as the "Landlord"). DRTEP, Inc. owns, leases, cares for and/or maintains certain horses used or to be used in connection with the Program (the "Horses"). As used herein, the word "horse" shall include horses and ponies of every kind. The Participant wishes to participate in the Program and ride and work with the Horses at the Farm and/or at such other places as DRTEP, Inc. conducts its activities, including but not limited to horse shows, clinics, fairs, expositions, schooling sessions and the like conducted on the premises and/or away from the Farm. The Participant's Parents desire that the Participant have the opportunity to participate in the Program, ride and work with the Horses at the Farm and/or at such other locations as DRTEP, Inc. conducts its activities. **DRTEP, Inc. will not permit the Participant to participate in the Program or work with or ride the Horses without the execution of this release and indemnification which is of material significance to DRTEP, Inc..** The Participant and the Participant's Parents hereby acknowledge and agree that the activities contemplated hereby are "equine activities," that DRTEP, Inc. and the Landlord are each an "equine professional" and/or an "equine activity sponsor," and the Participant is a "participant" all as defined by Massachusetts General Laws Chapter 128, Section 2D.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Participant and the Participant's Parents agree as follows:

- 1. Inherent Risks.** The Participant and the Participant's Parents acknowledge and understand that horses and activities related to horses are inherently dangerous and that there are dangers and risks which are an integral part of equine activities, including but not limited to the propensity of horses to behave in ways that may result in injury, harm or death to persons on or around them; the unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions and subsurface conditions; collisions with other horses and objects; and, the potential of the Participant to act in a negligent manner that may contribute to injury to himself or herself or others, such as failing to maintain control over the animal or not acting within his or her ability. Despite these inherent risks, the Participant has chosen, and the Participant's Parents have chosen to permit the Participant, to participate in the Program and to ride and work with and around the Horses (the "Activities").
- 2. Participant's Representations.** The Participant hereby warrants and represents that: (a) if riding, the Participant is a competent rider at the level at which he or she is riding; (b) that the Participant has been familiarized with the horse with which he or she is working and/or riding; (c) that the Participant has been given the opportunity to inspect, observe and ask questions about such horse; (d) that the Participant is aware of and has been informed about the characteristics of the particular horse and its suitability to participate in equine activities; (e) that the Participant is competent and capable of working around and/or riding safely such horse; and, (f) that the Participant has voluntarily chosen and desires that he or she be permitted to work with or ride such horse. The Participant acknowledges that DRTEP, Inc. has and may rely on such representations.
- 3. Instructions and Authorization.** The Participant and Participant's Parents each agree to follow the instructions of DRTEP, Inc. at all times and not to undertake any activity which DRTEP, Inc. has not specifically authorized. In no event shall DRTEP, Inc. be held liable for any injury to or death of the Participant due to the Participant's non-compliance with the instructions of DRTEP, Inc. or the Participant's actions which have not been specifically authorized by DRTEP, Inc. in each instance. In addition, the Participant's Parents agree to supervise the Participant and any other minors under their care while at the Farm and acknowledge that DRTEP, Inc. shall at no time be responsible for the supervision of the Participant at any time other than during his or her scheduled lesson or for any other person (including any minors) on the Farm. Unsupervised minors and any person failing to comply with the instructions of DRTEP, Inc. are subject to immediate ejection from the Farm.

4. Equipment. The Participant and the Participant's Parents acknowledge and understand that the equipment used in connection with the Activities, including but not limited to saddles, bridles, bits, brushes, pitchforks, shovels, brushes, combs and hoof picks are each given to ordinary wear and tear. The Participant agrees to use reasonable care at all times while at the Farm and to carefully inspect all equipment for evidence of defects or breakage. The Participant's Parents agree that, in the event that the Participant is incapable of inspecting the equipment, which capability shall be determined by the Participant's Parents unless otherwise determined by DRTHC, Inc., the Participant's Parents shall be responsible for inspecting all equipment for evidence of defects or breakage. In the event that the Participant or the Participant's Parents locate any defects or breakage in or related to an equipment or tack, he or she shall immediately notify DRTHC, Inc.. DRTHC, Inc. has not undertaken to inspect the equipment and it shall be the Participant and the Participant's Parents' sole responsibility to check all equipment before using it. In no event shall DRTHC, Inc. be held liable for any injury to or death of the Participant caused by any defect in any such equipment or tack.

5. Condition of the Land. The Participant and the Participant's Parents understand and acknowledge that the Participant may be working in the stable area as well as in the arenas, fields, pastures and other land located at the Farm or which DRTHC, Inc. has permission to use (collectively, the "Land") and that the Land presents certain hazards of which DRTHC, Inc. may be or should be aware. The Participant and the Participant's Parents specifically agree to hold DRTHC Inc. and the Landlord harmless from any injury or death arising from the conditions of the Land. DRTHC, Inc. has not undertaken to inspect the Farm for hazards which may exist on the Land and has not undertaken to warn the Participant or the Participant's Parents of any hazards which may exist on the Land. It shall be the Participant and the Participant's Parents' sole responsibility to carefully inspect the Land for any hazards prior to undertaking any activity.

6. Release. The Participant and the Participant's Parents agree that neither he, she nor they shall hold DRTHC, Inc. or the Landlord liable for any injury to or death to the Participant resulting from or related to his or her involvement in equine activities and/or the Activities. The Participant and the Participant's Parents hereby remise, release and forever discharge DRTHC, Inc. and the Landlord for him or herself and his or her heirs, executors and administrators, of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages, claims and demands, in law or at equity, that he or she now has or hereafter can or may have or which his or her heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of the Participant caused by or in any manner related to equine activities and/or the Activities.

7. Indemnification. The Participant and the Participant's Parents further indemnify and hold DRTHC, Inc. and the Landlord harmless from any injury or damage caused by the Participant to any person, property of any person or the Farm, which injury or damage is caused by the Participant's willful misconduct or negligence, including but not limited to damage or injury to the Horses, any other horses which may be at the Farm from time to time and any personal or real property. The Participant's Parents hereby acknowledge and agree if the Participant does not have sufficient funds to fully indemnify DRTHC, Inc. and/or the Landlord, they shall be personally and jointly and severally liable to DRTHC, Inc. for any such injury or damage.

8. Acknowledgment. The Participant and the Participant's Parents each acknowledge that they have been warned about the risks related to equine activities and the Activities and represent that they have each been informed about the characteristics of each of the Horses. The Participant and the Participant's Parents have each had the opportunity to ask questions of DRTHC, Inc. and are satisfied that they each understand the risks involved in equine activities and the Activities. By their execution of this Release and Indemnification, the Participant and the Participant's Parents agree to be bound by and comply with the terms hereof and acknowledge that the Participant wishes to engage in equine activities and the Program despite the risks and potential dangers involved. Neither the Participant nor the Participant's Parents have relied on any representations, statements or warranties of DRTHC, Inc. other than those specifically set forth herein. This Release and Indemnification is a Massachusetts contract and shall be governed by, and enforced in accordance with, the laws of the Commonwealth of Massachusetts.

9. Parental Consent and Waiver of Consortium Claims. The Participant's Parents hereby warrant and represent that they are the parents and lawful guardians of the Participant. The Participant's Parents, by their execution hereof, hereby agree and assent to the terms hereof and execute this contract on behalf of their minor child, the Participant, intending it to be legally binding and fully enforceable against the Participant and themselves. The Participant's Parents, by the execution hereof, further remise, release and forever discharge for themselves and their heirs, executors and administrators, DRTHC, Inc. and the Landlord of and from all manner of actions, cause or causes of actions, suits, reckonings, controversies, damages,

claims and demands, in law or at equity, that they now have or hereafter can or may have or which their heirs, executors or administrators hereafter can, shall or may have by reason of any injury to or death of themselves, each other or the Participant, including but not limited to actions for loss of consortium.

10. Consent to Emergency Medical Care. In the case of any injury to the Participant while on the Farm, participating in the Program and/or riding the Horses, the Participant's Parents hereby authorize DRTHC, Inc. and any agent, employee, officer and/or director thereof, to seek medical care and attention for the Participant, including but not limited to arranging for an ambulance to take the Participant to any medical care facility, transporting the Participant to any medical care facility and consenting to treatment, medication and/or surgery for the Participant provided that any such person shall contact or attempt to contact the Participant's Parents as soon as practicable. The Participant's Parents acknowledge that they shall be solely responsible for the payment of any medical costs and expenses incurred on behalf of the Participant and hereby indemnify and agree to hold harmless DRTHC, Inc. for any costs incurred by it on behalf of the Participant or the Participant's Parents.

Participant and Participant's Parents hereby acknowledge that they have each been given the opportunity to read this Release and Indemnification and that they have executed this document as an instrument under seal, as of the _____ day of _____, 200__.

Participant's Signature: _____
Print Name: _____

Participant's Parents' Signatures: _____
Print Name: _____ *Print Name:* _____

WARNING:
UNDER MASSACHUSETTS LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 2D OF CHAPTER 128 OF THE GENERAL LAWS.