



**CONTACT INFORMATION**

Participant's Name \_\_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Employer/School \_\_\_\_\_

Primary Contact Name \_\_\_\_\_ Check one:  Parent  Guardian  Self

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

**PHOTO RELEASE:** By engaging in activities at Wildflower Stables, I understand that I/my child/my ward may be photographed or videotaped, and I hereby give Wildflower Stables the unqualified right to take and use such pictures and/or recordings, and grant the perpetual right to use the same, without compensation, for any legitimate business purpose.

**I Consent**  **I Do Not Consent**

Date: \_\_\_\_\_ Signature \_\_\_\_\_

*If participant is under 18 years of age, parent/guardian signature is required*

**EMERGENCY MEDICAL TREATMENT**

Physician's name \_\_\_\_\_ Preferred Medical Facility \_\_\_\_\_

Health Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_

**Allergies to medications** \_\_\_\_\_

Current medications: \_\_\_\_\_

**In the event of an emergency, contact:**

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

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

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

**Authorization for Emergency Medical Treatment:** In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of the agency, I authorize Wildflower Stables to secure and retain medical treatment and transportation, if needed, and release records upon request to the authorized individual or agency involved in the emergency medical treatment.

Date: \_\_\_\_\_ Consent Signature: \_\_\_\_\_

*Participant (If over 18), Parent or Legal Guardian*

**\*If you choose non-consent for emergency medical treatment/aid in the event of illness or injury while on the property of the agency, please request a Non-Consent Form, which requires notarization.**



## **Release of Liability for Wildflower Stables LLC, Trinity Stables Inc., Jane T. Elias, and Christopher Tobin**

***This is a legal document. Please seek legal counsel if you don't understand the content prior to signing.***

This Participation Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Wildflower Stables LLC, Trinity Stables Inc., Jane T. Elias, and Christopher Tobin (collectively the "Farm"), and \_\_\_\_\_ ("Participant"), and if Participant is a minor, Participant's parent or guardian, \_\_\_\_\_ ("Parent"). In return for use, today and on all future dates, of the property, facilities and services of the Farm, Participant (and, if applicable, Parent), intending to be legally bound, hereby expressly agree to the following:

1. **Insurance.** It is the sole responsibility of Participant (and/or, if applicable, Parent) to carry full medical and liability insurance coverage on Participant's horse (if not provided by the Farm) and full property and liability insurance coverage on Participant's personal property. It is the sole responsibility of Participant (and/or, if applicable, Parent) to pay any medical costs and expenses arising from Participant's use of or presence upon the Farm's property or facilities or any property or facilities of other persons made available to the Farm for use by Participant.
2. **Inherent Risks and Assumption of Risks.** Participant (and, if applicable, Parent) acknowledges that there are inherent risks, including the risk of grievous bodily harm, associated with horseback riding and/or interacting with horses, including, but not limited to, the propensity of horses to behave in ways such as running, bucking, biting, kicking, stumbling, rearing, falling or stepping and the unpredictable reactions horses may have to such things as sounds, sudden movement and unfamiliar objects, persons or other animals. Participant (and, if applicable, Parent) further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Participant. Participant (and, if applicable, Parent) further acknowledges that there are inherent risks, including the risk of grievous bodily harm, associated with use of the Farm's equipment, which is given to wear and tear, and associated with presence upon the Farm's arenas, fields, pastures and/or other land.

Notwithstanding the foregoing, Participant (and, if applicable, Parent) feels that the possible benefits to, as applicable, himself/herself or his/her child/ward are greater than the risks assumed. Participant agrees to assume (and, if applicable, Parent permits Participant to assume) ANY AND ALL RISKS INVOLVED IN, OR ARISING FROM, Participant's use of or presence upon the Farm's property or facilities or any property or facilities of other persons made available to the Farm for use by Participant, including, but not limited to, the risks of death, bodily injury or property damage, the unavailability of emergency medical care, and the negligence or deliberate act of another person.

Participant (and, if applicable, Parent) warrants that a full and accurate disclosure of Participant's medical, physical, emotional and mental abilities and conditions has been made to the Farm and undertakes to inform the Farm immediately in writing should any such abilities or conditions change in any material respect or the information disclosed in the application forms change in any respect. Participant (and, if applicable, Parent) acknowledges that in no event shall the Farm be responsible for inquiring into Participant's medical, physical, emotional or mental abilities or conditions or any change in any such abilities or conditions.

### **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 Massachusetts General Laws.**

3. **Release and Covenant not to Sue.** Participant (and, if applicable, Parent) agrees to release the Farm and each of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, benefactors, employees, volunteers, agents, independent contractors, insurers and lessors (including the owner of the property upon which the Farm is located) from any and all liability whatsoever and agrees not to sue any of them for any claims, causes of action, injuries, damages, costs or expenses (including consequential damages) that in any way arise from or are in any way connected with Participant's use of or presence upon the Farm's property or facilities or any property or facilities of other persons made available to the Farm for use by Participant, including, without limitation, those based on death, bodily injury or property damage, even if such death, bodily injury or property damage is caused by the negligence of the Farm, its employees, volunteers, representatives or agents.
4. **Waiver of Duty.** Participant (and, if applicable, Parent) acknowledges that the Farm shall not be responsible for any supervision of Participant at any time other than during Participant's scheduled lesson and shall not be responsible at any time for the supervision of any other person (including any minors) on the Farm. Regarding the Farm's supervision of Participant during Participant's scheduled lesson, Participant (and, if applicable, Parent) further acknowledges that the Farm will undertake sufficient efforts to determine Participant's ability to engage in any equine activity and that the equine professional(s) assigned to Participant by the Farm will have sufficient knowledge of Participant's equine and



horseback riding skills as to release said equine professional(s) from any duty, to the extent such a duty may otherwise apply, to monitor Participant's equine activities.

5. Waiver of Statutory Provisions. Participant (and, if applicable, Parent) agrees to waive the protection afforded by statute or law in any jurisdiction (e.g., California Civil Code § 1542) whose purpose, substance and/or effect is to provide that a general release not extend to claims, material or otherwise, that the person giving the release does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the released party.
6. Indemnification. Participant (and, if applicable, Parent, jointly and severally) agrees to indemnify the Farm and each of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, benefactors, employees, volunteers, agents, independent contractors, insurers and lessors (including the owner of the property upon which the Farm is located) against any and all claims, causes of action, damages, judgments, costs or expenses (including attorney's fees) that in any way arise from or are in any way connected with Participant's use of or presence upon the Farm's property or facilities or any property or facilities of other persons made available to the Farm for use by Participant.
7. Rules and Regulations. Participant (and, if applicable, Parent) agrees to abide by all of the Farm's rules and regulations that may be in effect from time to time.
8. Horse Must Be In Proper Health. If Participant is using his or her own horse, or a horse not provided by the Farm, Participant (and, if applicable, Parent) warrants that the horse shall be free from infection and from contagious or transmissible disease. The Farm reserves the right to refuse access to or use of any horse that does not appear to the Farm to be in proper health or is deemed by the Farm dangerous or undesirable.
9. Limitation of Actions. Any action brought under this Agreement shall be brought within one (1) year of the incident or accident giving rise to such claim. Participant (and, if applicable, Parent) agrees that damages for any claim permitted under this Agreement shall be limited to actual expenses incurred and a maximum of \$250 for property damage and of \$10,000 for damages such as pain and suffering.
10. Governing Law. This Agreement is non-assignable and non-transferable and is made and entered into in the Commonwealth of Massachusetts and shall be enforced and interpreted under the laws of the same (without giving effect to the choice of law provisions thereof). When the Farm and Participant (or Parent, if Participant is a minor) sign this Agreement, it will be binding on all parties, subject to the above terms and conditions.

By signing this Agreement in the space provided below, Participant (or Parent, if Participant is a minor) acknowledges that he/she has read and fully understands the content of this Agreement and freely enters into it.

**Participant Signature (If over 18)**

**Printed Name**

**Parent or Legal Guardian Signature (if participant is a minor)**

Participant's Address

Phone