

FROSTED MOON FARM LLC

411 North Street Jefferson, MA 01522

978-807-6799

ACKNOWLEDGEMENT OF RISKS and RELEASE OF LIABILITY

Please sign this agreement only after you have read and fully understand it. Questions regarding the significance of this release to you must be addressed to your counsel. Frosted Moon Farm personnel cannot interpret this agreement to provide legal advice to you.

Risks of riding horses at Frosted Moon Farm LLC

Handling and riding horses is a risky activity.

Horses may behave in unpredictable ways. They may react to sounds, sudden movement, unfamiliar objects, people, other animals, poor footing, or collisions with other horses or objects.

You or other participants may act in a negligent manner, such as failing to maintain control of the animal or not acting within the participant's liability.

There may be defects in the facilities and land at Frosted Moon Farm LLC, including;

- Riding areas that do not have perimeter fencing
- Fields that contain holes resulting from animal burrows, horse footprints, and other causes.
- Walking and riding areas that may cause people and horses to slip or fall when wet or icy

Any of these risks may result in injury, fatalities, or loss to You (not that as defined below, You includes Your horse and others visiting with you).

Release of Liability

In return for the right to enter the Frosted Moon Farm property and/or participate in equine activities, You agree to release Frosted Moon Farm from all liability related to injuries, death or property damage sustained while on the premises or while participating in off-premises Frosted Moon Farm activities.

Instructors license is posted in the barn aisle. You acknowledge that the Frosted Moon Farm professional are further isolated from liability by Massachusetts law as stated in a sign posted on the property stating:

“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”.

Release of Liability for Personal Property

You acknowledge that Frosted Moon Farm cannot take responsibility for the damage to, or loss of, Your riding equipment or other personal possessions.

Recourse

You agree to reimburse Frosted Moon Farm for legal costs incurred in its defense of actions taken by You that contradict this agreement.

Definitions

“Frosted Moon Farm” is defined as its owners, Karen Lorenzo O’Malley, owners of the property where Frosted Moon Farm is located, Tina Schryver and Mark Schryver d/b/a the Farm at Sweet Water , employees, trainers, owner’s family members, the owners of the horses you may ride with the consent of Frosted Moon Farm.

“You” is defined as the participant whose signature appears below, the participant’s parent or guardian if the participant is under the age of eighteen, family members, friends and other people that may be present on Frosted Moon Farm property with You, and any horses or pets that You bring to the property.

This is a perpetual agreement.

Today’s Date _____

Participant’s Name

Signature

Participant’s Name (if under 18)

Signature

Participant or parent/guardian’s mailing address

Participant or parent/guardian’s email address

Emergency Contact Name

Phone #

