

HIDEAWAY ACRES

34 ROSA WAY, CUMBERLAND ME 04021

Equine Agreement and Liability Release Form

This form must be completed by and for each participant. PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. KATHRYN ROOSA, HIDEAWAY ACRES, SLS REALTY, and KASSI and FRANK PITASSI DO NOT GUARANTEE YOUR SAFETY. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE I, the following individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding.

RIDER NAME: _____ RIDER AGE (if under 18): _____

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of Maine and Cumberland County. Any disputes by the RIDER shall be litigated in and venue shall be Maine and Cumberland County.

The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

C. ACTIVITY RISK CLASSIFICATION – Horseback riding is an INHERENTLY DANGEROUS ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. NATURE OF RIDING HORSES – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to ground it will generally be at a distance of from 31/2 to 51/2 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where on much smaller, weaker predator animal (human) tries to impose its will on, and become on unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

E. RIDER RESPONSIBILITY – Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE – KATHRYN ROOSA, HIDEAWAY ACRES, SLS REALTY, and KASSI and FRANK PITASSI are NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some

other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

G. INSPECTION OF PREMISES – RIDER has inspected the facilities and trails in which he or she shall be riding and is satisfied that all premises conditions are reasonably safe for RIDER’S intended purpose, usage and presence upon the premises.

H. PROTECTIVE HEADGEAR WARNING – I have been fully warned and advised by KATHRYN ROOSA, HIDEAWAY ACRES, SLS REALTY, and KASSI and FRANK PITASSI that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. All riders are required to wear protective headgear.

I. LIABILITY RELEASE – In consideration of KATHRYN ROOSA, HIDEAWAY ACRES, SLS REALTY, and KASSI and FRANK PITASSI allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release KATHRYN ROOSA, HIDEAWAY ACRES, SLS REALTY, and KASSI and FRANK PITASSI, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due KATHRYN ROOSA, HIDEAWAY ACRES, SLS REALTY, or KASSI and FRANK PITASSI’s ordinary negligence; and I do further agree *that except in the event of KATHRYN ROOSA, HIDEAWAY ACRES, SLS REALTY, and KASSI and FRANK PITASSI’s gross negligence and willful and wanton misconduct*, I shall not bring any claims, demand, legal actions and causes of action, against KATHRYN ROOSA, HIDEAWAY ACRES, SLS REALTY, and KASSI and FRANK PITASSI, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of the location where riding takes place, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of the KATHRYN ROOSA, HIDEAWAY ACRES, SLS REALTY, and KASSI and FRANK PITASSI.

J. MAINE LAW – I have read and understand Maine Statute §4103-A, Liability for equine activities. “Except as provided in subsection 2, an equine activity sponsor, an equine professional or any other person engaged in an equine activity is not liable for any property damage or damages arising from the personal injury or death of a participant or spectator resulting from the inherent risks of equine activities. Except as provided in subsection 2, a person may not make any claim or recover from any person for any property damage or damages for personal injury or death resulting from the inherent risks of equine activities. Each participant and spectator in an equine activity expressly assumes the risk and legal responsibility for any property damage or damages arising from personal injury or death that results from the inherent risk of equine activities. Each participant has the sole responsibility for knowing the range of that person's ability to manage, care for and control a particular equine or perform a particular equine activity. It is the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular equine at all times while participating in an equine activity, to heed all warnings and to refrain from acting in a manner that may cause or contribute to the injury of any person or damage to property.”

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS – I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER (Parent or legal guardian must sign for riders 17 & under)

Signed: _____ Date: _____

HIDEAWAY ACRES

34 ROSA WAY, CUMBERLAND ME 04021

Media Release Form

I, (please print student name) _____

hereby grant and authorize Hideaway Acres, its employees and agents to make use of, license or assign the use of, my image, appearance, likeness, voice and/or photograph, and other reproductions of any of these, in still photographs, videotapes, publications, audio, sound recordings, web sites, electronic and other media and/or motion pictures, (hereinafter all of which are included in the term "Material"), and to do so with or without mention of my name.

I understand and agree that I am to receive no compensation of any kind, monetary or otherwise, on account of or arising from the production, publication, recording, rebroadcasting, or other use of such Material.

Hideaway Acres shall have complete ownership of the Material produced or published and shall have the exclusive right and license to make such use of that Material as it wishes, including, but not limited to the right of performance, display, reproduction and distribution in all media, and the right to create, perform, display and distribute derivative works of the Material.

I agree to indemnify and hold Hideaway Acres, its employees and agents, harmless from and against any and all claims, damages, lawsuits, judgments, and expenses, including reasonable attorneys' fees that Hideaway Acres may become liable to pay or defend arising out of or caused by any matter or material furnished or spoken by me in connection with my appearance.

I hereby release Hideaway Acres, its employees and agents from all expenses, claims and liabilities incurred by me arising out of or in connection with my appearance and/or the use of the Material, except to the extent that those expenses, claims or liabilities are the direct result of the negligent acts or omissions of Hideaway Acres, its employees or agents.

This agreement shall be governed and construed according to the laws of the State of Maine.

SIGNATURE OF RIDER (Parent or legal guardian must sign for riders 17 & under)

Signed: _____ Dated: _____

SLS Realty Group Inc

HIDEAWAY ACRES

34 ROSA WAY, CUMBERLAND ME 04021

Rider Emergency Form

Full Name: _____ DOB _____

Parent/Guardian Name: _____

Number: _____

Emergency Contact Name: _____

Number: _____

Allergies: _____

Medical Information for EMT: _____
