Ancora Imparo Equine Center and Hoof Balancing & Horsemanship RELEASE AND WAIVER OF LIABILITY

THIS IS A VOLUNTARY RELEASE OF LIABILITY. IT IS ALSO A BINDING ASSUMPTION OF RISK AND INDEMNITY CONTRACT.

In consideration of my participation in equine activities at Ancaro Imparo Equine Center in Northfield, New Hampshire (the "host facility"), I, the undersigned, _______, on behalf of myself, my representatives, assigns, executors, and heirs (collectively the "Participant"), hereby agree as follows:

FOR ALL PURPOSES HEREIN: AUDITORS AND SPECTATORS ARE CONSIDERED TO BE PARTICIPANTS AND ARE BOUND BY THE FOLLOWING TERMS.

Release of Liability and Hold Harmless.

I hereby fully and forever release, waive and discharge Ancora Imparo Equine Center, Hoof Balancing & Horsemanship, LLC, its owners, agents, representatives and assigns (collectively the "Releasees') from any and all claims, demands, actions, or causes of action of any kind, which I may or might have against the Releasees, arising from/or by reason of, any and all known and unknown, foreseen or unforeseen, bodily injuries, damage to property, and any consequences therefrom, which Participant may sustain due to Releasees' negligence. I shall not bring any demand, claim, legal action against and/or sue the Releasees for any economic or non-economic losses due to bodily injury, death, or property damage as a result of the Releasees' negligence or my participation in equine activities. I hereby agree to indemnify and hold harmless the Releasees from and against any and all claims, liabilities, loss, damages, demands, actions, causes of action, including attorney's fees, costs and expenses of any kind, which may be made against them which arise out of my presence at the host facility.

Furthermore, I understand there are risks of exposure to COVID-19 from symptomatic and asymptomatic carriers. I recognize that the risks of exposure to COVID-19 include sharing space with others and engaging in interpersonal communications. I assume the risks associated with being at Ancora Imparo Equine Center, including the risk of exposure to COVID-19. I affirm my obligation to cooperate in making the facility reasonably safe, as outlined by the latest CDC recommendations.

<u>Assumption of Inherent Risk for Equine Activities.</u> I acknowledge that I have read New Hampshire's Equine Liability Statute and I understand it applies to my presence at the host facility. (N.H. RSA §508:19)

______Initial here.

I fully realize the risks and dangers of participating (which includes auditing) in equine related activities and fully assumes the inherent risks associated with such audit/participation. "Inherent risks of equine activities" means those dangers and conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movements, and unfamiliar objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions (some may not be obvious to me or reasonably not known by the Releasees); (d) collisions with equines or objects; and (e) the potential of another Participant or person to act in a negligent manner that may contribute to injury to me or others, such as failing to maintain control over a horse or not acting within their ability.

MINORS ARE REQUIRED TO WEAR HELMETS AND APPROPRIATE ATTIRE AT ALL TIMES AND SHALL EXECUTE A MINOR LIABILITY WAIVER. INCORPORATED HEREIN BY REFERENCE.

Entire Agreement; Construction; Attorney's Fees. This contract contains the entire understanding of the parties and may be modified only in writing. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder of the provisions contained herein. This Agreement shall be interpreted and construed by the laws of the State of New Hampshire. Jurisdiction shall lie in Merrimack County Superior Court. In the event the Releasees retain an attorney to enforce any of its rights under this contract or state law, or to defend any action brought against them, they shall, should they prevail, be entitled to recover from the other reasonable attorney's fees and costs expended, in addition to any other remedies.

I have carefully read this Release and I fully understand its content. I am aware that this is a Release of Liability, a waiver of legal rights and a contract between myself and the Releasees identified above. I sign this Release at my own free will.

Signature		
Date		
Printed Name		
Address		
Email		
Phone		

PHOTO RELEASE (Optional)

I agree that as a condition and in consideration of boarding or retaining the Farm's services, Hoof Balancing & Horsemanship, LLC and/or its assigns may use, publish, copyright or assign photographs, videos, or any other likenesses of me and my horse taken while on the grounds. I hereby expressly and irrevocably waive and release any rights in connections with such use, including any claim to compensation, invasion of privacy, right of publicity or misappropriation.

Full Name:		
Signature: _		
Date:		