

AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY

I agree to the following with Helen O'Reilly, riding instructor and coach, as a condition for allowing me, and/or the persons identified below, to engage in, attend or participate in horseback riding lessons, coaching sessions, clinics, or any equestrian related instructional activities with Helen O'Reilly.

I fully understand that all equestrian activities including but not limited to riding lessons, indoor or outdoor riding over fences, other obstacles and steep and rough terrain are very dangerous activities. I wish to participate in these activities knowing that they are dangerous. (these activities will herein be referred to as 'the activities'). I accept and assume all the risks of loss or damage to my property or any other person's property or land however caused. I further accept and assume all the risks of injury (including death) to me, my horse or any other person however caused.

In exchange for allowing me to participate in these activities on any properties, for myself, my heirs, guardians and legal representatives, I release and agree not to make or bring any claim of any kind against Helen O'Reilly and related properties or her heirs, or guests or any landowners, landholders, or other persons making property available for equestrian activities for any injury (including death) to me or my horse or any damage to my property whether from anyone's negligence or not, or any other cause arising out of my participation in these dangerous activities and I also agree if anyone makes any claims because of any injury to me or my horse (including death) or for any damage to my property, I will indemnify and hold all those released by this agreement free of any damages or costs because of those claims.

NAME OF CONTRACTING PARTY: _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESSES OF CONTRACTING PARTIES: _____

PHONE: (Home) _____ (Business) _____ (Cell/Other) _____

EMAIL ADDRESS _____

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s):

1. _____ / Date of birth: _____
2. _____ / Date of Birth: _____

All parts of this agreement shall apply to me and to the children/legal wards listed above.

We will collectively call ourselves "I," "me," or "my" throughout this agreement. This Waiver, Agreement, and Release of Liability is intended to be valid and binding *at all times, now and in the future*, when Helen O'Reilly permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) I have requested to engage in any or all of The Activities at any time and at any location.
- 2) *Consideration/Binding Effect.* I am signing this Waiver, Agreement, and Release of Liability in consideration for being allowed to engage in any or all of 'The Activities'. This Waiver, Agreement, and Release of Liability is intended to be valid and binding *at all times, now and in the future*, when Helen O'Reilly permits me (directly or indirectly) to engage in any or all of 'The Activities' at any time and at any location.

- 3) *Risks of Equine Activities.* I understand that anyone riding, handling, or even near a horse or pony, (these animals will hereafter be referred to as “equines” in this document) can suffer bodily and other injuries at any time and without warning. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

I also understand that riding, handling, working with, or even being near an equine or taking part in any of ‘The Activities’ can expose me to numerous hazards, which could include, *for example*: (a) The propensity of equines 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 movement, and unfamiliar objects, persons, or other animals; (c) certain hazards such as surface and subsurface conditions; (d) collisions with other equines or objects; (e) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the participant’s ability. I understand these risks and dangers that are an inherent and integral part of equine activities and The Activities, and I agree to assume each of them. I also understand that these are just some of the risks and I agree to assume others that are not mentioned above. I am not relying on Helen O’Reilly to list all possible equine or non equine related risks for me in this document or at any other time in the future.

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.

- 4) *WAIVER AND LIABILITY RELEASE.* As consideration for Helen O’Reilly allowing me to engage in any or all of The Activities, now or in the future, at any location, and with full knowledge and appreciation of the inherent risks of equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of The Activities at any time. I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in The Activities or while participating (directly or indirectly) in the clinic or instruction with Helen O’Reilly. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. As further consideration for Helen O’Reilly allowing me to engage in any or all of The Activities, now or in the future, to the greatest extent allowed under Massachusetts law, and with full knowledge and appreciation of the risks, I (on behalf of myself and my minor children, if any) freely and voluntarily agree that Helen O’Reilly shall not be liable for any claims, demands, actions, omissions, or causes of action (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated), resulting from either the ordinary negligence of Helen O’Reilly or violation by her of a provision of the Massachusetts equine liability law, personal injuries, personal property damages, or losses of any kind that I (and/or my minor children, if any) may sustain as a result of participating in, preparing for, attending, or engaging in any of The Activities at any time (except if such injury or damage is directly caused by Instructor’s wilful or wanton disregard for my safety; or intentional wrongdoing).

On behalf of myself and on behalf of the minor children/legal wards listed above, am voluntarily releasing these claims against these parties regardless of whether the claims may result from or arise out of my or my child’s bodily injury, death, or property damage while engaging in any or all of The Activities at any location and at all times, *now and in the future.* (However, it is understood that I am not releasing any of these parties from liability for injuries that are directly caused by their gross negligence, or wilful and wanton misconduct, or intentional misconduct.)

If the Activities involve the use of an equine that I own or that have the lawful use and possession of, I also agree to hold harmless and release Helen O'Reilly from liability for any and all injuries, damages, or losses that the equine(s) may sustain at any time arising out of its involvement (directly or indirectly) in the Activities that may accrue from any cause whatsoever, including accidents, illness, or injuries (except if such injury or damage is directly caused by Helen O'Reilly's gross negligence, wilful and wanton misconduct, or intentional misconduct.)

- 5) *INDEMNIFICATION*. I also agree to indemnify and hold harmless Helen O'Reilly against all liability, claims, losses, damages, or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of The Activities at any time and at any location in connection with my attendance or participation in the clinic or instructional activity with Instructor. ["Third persons" are any and all people who are not parties to this Agreement and includes, *but is not limited to*, my relatives, guests, other clinic participants, spectators, or visitors, etc.]. The indemnification shall include reimbursement of Instructor's reasonable attorney fees.
- 6) *ASTM/SEI Headgear*. I agree to be fully responsible for my own safety at all times while engaging in any or all of The Activities at any time and at any location. Instructor has advised me that, for my own protection, I should purchase and wear properly fitted and secured up to date ASTM-standard/SEI-certified protective headgear (helmet and strap) that is designed for use when riding or when near equines. I am NOT relying on Helen O'Reilly provide or fit a certified helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – *now or in the future*. If I choose to wear an ASTM-standard/SEI-certified helmet, or if I choose not to, this is my decision alone.

7) *Emergencies*. Person(s) to Contact in Case of Emergency: Name: _____

Phone Number(s): _____ Relationship: _____

8) This Waiver, Agreement, and Release of Liability is governed by Massachusetts law and is intended to be as broad and inclusive as the law permits. This document can only be modified in a written document that is signed by me and Helen O'Reilly. Should any clause in this document conflict with the law, only that clause will be void and the remainder of this document shall stay in full force and effect at all times. It is also mutually agreed that any disputes arising under this Waiver, Agreement, and Release of Liability, or any activities that are undertaken pursuant to it, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to the state of Massachusetts where Helen O'Reilly is incorporated and transacts business; I agree that this is a convenient location.

9) *ALSO, I REPRESENT THAT:*

- I AM AT OR OVER 18 YEARS OF AGE;
- I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS;
- I AM NOT SUFFERING FROM ANY MENTAL OR PHYSICAL CONDITION THAT MAY PREVENTS ME FROM PARTICIPATING FULLY IN HORSEBACK RIDING OR ANY RELATED EQUESTRIAN ACTIVITY
- I HAVE READ THIS ENTIRE WAIVER, AGREEMENT, AND RELEASE OF LIABILITY (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;
- I AM AWARE THAT THIS DOCUMENT IS LEGALLY BINDING AND THAT BY SIGNING IT I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES;
- I INTEND FOR THIS WAIVER, AGREEMENT, AND RELEASE OF LIABILITY TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE; AND
- THE INFORMATION I HAVE PROVIDED IN THIS WAIVER, AGREEMENT, AND RELEASE OF LIABILITY IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: _____ PRINT NAME _____ DATE _____

Address: _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent): _____

PRINT NAME HERE: _____ DATE : _____

Address: _____

SIGNATURE OF INSTRUCTOR: _____ DATE : _____

Permission to photograph

I grant to Helen O'Reilly, the right to take photographs of me and my family in connection with any equestrian related activity entered into. I authorize Helen O'Reilly, her assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that Helen O'Reilly may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above & I declare that the information provided is accurate.

Signature of rider (or parent / guardian if rider under 18years) _____

Printed name of Rider _____

Address _____ Date _____

Questionnaire

Have you ever ridden before? _____ If yes, when was the last time you rode? _____

How regularly do/did you ride? _____ Is your riding experience English or Western? _____

Have you competently mastered rising (posting) trot? _____ canter _____

Have you jumped? _____ If yes what type of fences? _____

Please use this space to add any other riding / horse handling experience

I declare that the above Questionnaire answers are true and ACCURATE.

Rider (Parent or guardian if under 18) signature _____ Date: _____