

Windkist Equestrian Centre, Inc.
125 Windkist Farm Road
No. Andover, MA 01845
978-688-7662
www.windkistfarm.com

STUDENT _____
TELEPHONE NO. _____
ADDRESS _____
E-MAIL _____

RELEASE

In consideration of the service of Windkist Equestrian Centre, Inc. its officers, agents, employees, stockholders and all other persons or entities associated with those businesses (hereinafter collectively referred to as WEC), I hereby agree as follows:

Although WEC has taken reasonable steps to provide me with appropriate equipment and skilled guides and instructors so I can enjoy an activity, I recognize that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can cause loss or damage of equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. This warning is not intended to frighten or reduce my enthusiasm for this activity, but I recognize in advance what is expected of me and want to be informed of the inherent risks. The following describes some, but not all of those risks:

Participation involves the handling of large animals which can act contrary to even the best commands and instructions. All animals must be approached and handled with caution and only under direct supervision of an instructor. All rides involve those dangers which arise from a great variety of terrain and conditions including steep ascent, meadows, winding forest paths, obstacles, change of terrain and surface on short notice, presence of other animals and the like. In all instances, the riders are responsible for applying common sense. Instructors and guides use their best efforts in judgement in handling participants, horses, instructions and riders but it is not guarantee that their efforts and instructions will be error free or properly responded to by either the horses or people. WEC, its management staff, employees, instructors and trail masters reserve the right, at their sole absolute discretion: (1) to cancel any departure or make alterations in the itinerary as they deem necessary and/or appropriate; (2) to refuse to accept or retain any person for participation in any ride; and (3) terminate the participation of any person and any program who does not appear capable of handling the program without danger to the horse or other persons. This activity entails risks of injury to participants and a risk of injury to spectators or third parties.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY, I MAY HAVE NO RIGHTS TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST WEC, ITS OFFICERS, DIRECTORS, AGENTS, HEIRS, SUCCESSORS, ASSIGNS, EMPLOYEES, ASSOCIATES, TRAIL MASTER OR SUB-CONTRACTED STABLERS.

I am aware that the activity entails risks or injury of myself. I understand that the description of those risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks nor specifically identified. Participation in this activity is purely voluntary; no one is forcing me to participate and I elect to participate in spite of the risks. I certify that I am fully capable of participating in this activity; therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death and loss of personal property and expenses thereof as a result of those inherent risks and dangers and my negligence in participating in this activity.

I have read, understood and accepted the terms and conditions stated herein, and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estate and all members of my family, including any minors accompanying me or participating in these activities.

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 Chapter 128, Section 2D of the General Laws.

PLEASE READ THIS DOCUMENT CAREFULLY AND DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND IT.

Signature of Participant or parent/guardian if under 18

DATE:

OVER

STUDENT'S NAME: _____ DATE OF BIRTH: _____

ADDRESS:
STREET _____ CITY _____ ZIP _____

TELEPHONE: _____ CELL: _____ OFFICE: _____

IN CASE OF EMERGENCY PLEASE CONTACT:

NAME: _____ TELEPHONE: _____

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 Chapter 128, Section 2D of the General Laws.

RELEASE

I recognize the inherent risks of injury involved in horseback riding generally and in learning to ride in particular. In taking lessons from Windkist Equestrian Centre, Inc. (WEC), I assume any such risk of injury and further, I voluntarily release WEC, its instructors, employees and agents from any responsibility on account of any injury I or my child or ward may sustain while receiving instruction or while riding in connection therewith and I agree to indemnify and hold harmless WEC, its instructors, employees and agents on account of any such claim.

PARENT/GUARDIAN:

STUDENT:

MEDICAL AUTHORIZATION

In the event that the above-named student requires emergency medical treatment on account of any accident or injury which may occur in connection with any activities at Windkist Equestrian Centre, Inc. (WEC), the authorities at WEC are hereby given full authority to provide all such necessary emergency medical treatment for the above named student including permission for administration of anaesthesia.

STUDENT:

PARENT/GUARDIAN:

IN CASE OF EMERGENCY PLEASE CONTACT:

NAME: _____ TELEPHONE: _____

PUBLICITY PHOTOS

Unless I specifically withhold my permission by executing an exception form, by signing the above authorization, I further grant WEC permission to include my photos on its web site and in advertising without consideration therefor.

If you do not grant permission, please execute an exception form and have it attached to the release form. Kindly call this to the attention of the instructor at the time of your evaluation so that the release form can be handled properly. You will be provided with a copy of this exception for your records.