

**MATTHEW FOLEY & SUSAN SUNDSTROM
ECHO LEDGE FARM
217 ECHO LEDGE ROAD
WOODSTOCK, VT**

RELEASE AND HOLD HARMLESS AGREEMENT

Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A. § 1039. (See statute reproduced at end of this document)

NAME: _____ **AGE:** _____

ADDRESS: _____

CITY/STATE: _____ **ZIP:** _____

HOME PHONE: _____ **BUSINESS PHONE:** _____

ACKNOWLEDGEMENT OF RISK

I, _____, acknowledge that I have read the above statements and definitions, and hereby indemnify and hold harmless, Matthew Foley and Susan Sundstrom from any liability arising from accident, injury, theft, or damages to myself, my representatives, and helpers, all equipment and property, and all animals under my jurisdiction. I agree to ride horses that I own or that I have leased for my use. I also agree to abide by all farm rules including wearing a certified ASTM/SEI helmet while mounted on my horse. This agreement shall continue for each and every visit to Echo Ledge Farm (217 Echo Ledge Rd., Woodstock, VT) property.

The terms of this release form shall be construed as the entire agreement and may not be altered, amended, or modified except in writing and signed by both parties. The terms of this release shall be governed by the laws of the State of Vermont.

If under 21, the parent or guardian must read and sign the above, indicating his/her acceptance.

Date: _____ **Signed:** _____
Participant

Date: _____ **Signed:** _____
Parent/guardian (if minor)

GRANT OF PERMISSION

I/we the undersigned, (student/rider above named for, if minor, parents/guardians) hereby grant permission and authority to Matthew Foley and/or Susan Sundstrom, and authorized equine professionals including but not limited to instructors, trainers, farriers, and veterinarians to act for us in executing verbal instructions of if unable to contact us, to act for us in dealing with physicians, available ambulance companies and hospitals, to obtain prompt medical attention for the participant named above in the event of any perceived medical emergency. I hereby covenant and agree to release Matthew Foley and Susan Sundstrom and any authorized equine professional, and owners of any property concerned, and hold harmless from liability for any injury or damage which the rider may sustain while at Echo Ledge Farm (217 Echo Ledge Rd, Woodstock, VT) or any riding or other activities associated therewith, whether on Farm premises or not or participating in any activity sponsored by Matthew Foley and Susan Sundstrom and/or Echo Ledge Farm, and from any liability connected with obtaining prompt medical attention for the rider named above.

Date: _____ **Signed:** _____
Participant

Date: _____ **Signed:** _____
Parent/guardian (if minor)

STATUTE IN FULL:

(a) As used in this section:

(1) "Equine" means a horse, pony, mule or donkey.

(2) "Equine activity" includes but is not limited to:

(A) Equine shows, fairs, competitions, performances or parades that involve any or all breeds of equines and any of the equine disciplines, including but not limited to dressage, hunter and jumper horse shows, Grand Prix jumping, three-day events, combined training, rodeos, riding, driving, pulling, cutting, polo, steeplechasing, English and western performance riding, endurance trail riding, gymkhana games and hunting;

(B) Equine training or teaching activities, or both;

(C) Rides, trips, or hunts.

(3) "Equine activity sponsor" means an individual, group, club, organized camp, club, partnership or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes or provides the facilities for an equine activity, including but not limited to pony clubs, 4-H clubs, hunt clubs, riding clubs, school and college-sponsored classes, programs and activities, therapeutic riding programs, stable and farm owners and operators, instructors and promoters or equine facilities, including but not limited to farms, stables, clubhouses, pony ride strings, fairs and arenas at which the activity is held.

(4) "Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee or other consideration is paid to participate in the equine activity.

(b) No person shall be liable for an injury to, or the death of, a participant resulting from the inherent risks of equine activities, insofar as those risks are necessary to the equine activity and obvious to the person injured.

(1) An equine activity sponsor may post and maintain signs which contain the warning notice specified in this subsection. Such signs shall be placed in a clearly visible location in the proximity of the equine activity. The warning notice shall appear on the sign in black letters, with each letter to be a minimum of one inch in height.

(2) Every written contract entered into by an equine activity sponsor for the providing of professional services, instruction or the rental of equipment or tack or an equine to a participant, whether or not the contract involves equine activities on or off the location or site of the equine professional's business, may contain in clearly readable print the warning notice.

(3) The signs and contracts described in this subsection shall contain the following warning notice:

WARNING

Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A. § 1039.