

**SLEEPY HOLLOW FARM RELEASE AND HOLD HARMLESS AGREEMENT**

Sleepy Hollow Farm 46 Albro Ave N. Dartmouth, MA 02747. P: 508-317-0098

[sleepyhollowfarm@live.com](mailto:sleepyhollowfarm@live.com) Sleepyhollowfarmma.com

**NAME:** \_\_\_\_\_ **D.O.B.:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_ **BUSINESS PHONE:** \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

Any/All Known Allergies: \_\_\_\_\_

**DESCRIPTION OF RISKS:**

For the purposes of this section, the following words shall have the following meanings:—

“Engage in an equine activity”, riding, training, assisting in veterinary treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted, visiting or touring or utilizing an equine facility as part of an organized event or activity, or assisting a participant or show management. The term “engage in an equine activity” shall not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area or in immediate proximity to the equine activity.

“Equine”, a horse, pony, mule, or donkey.

“Equine activity” (1) 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; (2) equine training or teaching activities or both; (3) boarding equines; including normal daily care thereof; (4) riding, inspecting, or evaluating by a purchaser or an agent an equine belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine; (5) rides, trips, hunts or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor; (6) placing or replacing horseshoes or hoof trimming on an equine; and (7) providing or assisting in veterinary treatment.

“Equine activity sponsor”, an individual, group, 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

Sleepy Hollow Farm Release and Hold Harmless Agreement.

owners and operators, instructors, and promoters of equine facilities, including but not limited to farms, stables, clubhouses, pony ride strings, fairs, and arenas at which the activity is held.

“Equine professional”, a person engaged for compensation:

(1) in instructing a participant or renting to a participant an equine for the purpose of riding, driving or being a passenger upon the equine; (2) in renting equipment or tack to a participant; (3) to provide daily care of horses boarded at an equine facility; or (4) to train an equine.

“Inherent risks of equine activities”, dangers or conditions which are an integral part of equine activities, including but not limited to:

(1) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (2) the unpredictability of an equine’s reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (3) certain hazards such as surface and subsurface conditions; (4) collisions with other equines or objects; (5) 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 his ability.

“Participant”, any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in such equine activity.

All the above named must understand that there are risks inherent in dealing with horses and ponies (equine activity). Some of the inherent risks include:

The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine.

The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals.

That there may be hazards including, but not limited to, surface or subsurface conditions.

The possibility of a collision with another equine, another animal, a person, or an object.

The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the Participant or to other persons, including, but not limited to failing to maintain control over an equine or failing to act within the ability of the Participant.

Participants and spectators further understand the examples of the equine activity taking place at **Sleepy Hollow Farm** include but are not limited to:

Riding, jumping, showing, trail riding, and the like.

Routine care and feeding of the equine, including veterinary and farrier services.

Traveling, loading and unloading of equine.

Breeding activity, both natural and artificial.

An equine activity sponsor, an equine professional, or any other person, which shall include a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in said subsection (c), no participant nor participant’s representative shall make any claim against, maintain an action against,

Sleepy Hollow Farm Release and Hold Harmless Agreement.

or recover from an equine activity sponsor, an equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities.

## 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.**

### ACKNOWLEDGEMENT OF RISK

1. I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Meghan Hamilton, Michael Yallen, and their agents and employees, dba **Sleepy Hollow Farm**, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses and dogs. Understanding those risks I hereby release the Farm, its employees and anyone else directly or indirectly connected with the Farm from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse, or be a spectator at such event, at **Sleepy Hollow Farm**.
3. I understand that there are risks inherent in dealing with equines (including horses, ponies, mules, donkeys, and miniature horses or any equid alike) as itemized above.
4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.
5. I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving **Sleepy Hollow Farm** or its agents.  
NOTICE: Wearing an ASTM/SEI approved hard hat is **REQUIRED while riding or driving**.

I, \_\_\_\_\_, acknowledge that I have read the above statements and definitions, and hereby indemnify and hold harmless, **Sleepy Hollow Farm**, and its employees or owners 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 have received a copy of **Sleepy Hollow Farm** and will adhere to them strictly. This agreement shall continue for each and every visit **Sleepy Hollow Farm** property.

Participant agrees that Participant has been given sufficient time to read, and understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement.

Sleepy Hollow Farm Release and Hold Harmless Agreement.

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 Massachusetts.

In addition, I, \_\_\_\_\_, (student/rider/client above named for, if minor, parents/guardians) hereby grant permission and authority to **Sleepy Hollow Farm**, its officers and authorized employees 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 **Sleepy Hollow Farm**, it's officers, agents and employees, and owners of any property concerned, and hold harmless from liability for any injury or damage which the rider may sustain while at **Sleepy Hollow Farm** or participating in any activity sponsored by **Sleepy Hollow Farm**, and from any liability connected with obtaining prompt medical attention for the rider named above.

**Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

**Signed:** \_\_\_\_\_

\*\* Please initial all pages as well in the lower right corner acknowledging you have read each page\*\*

**If under 21 "BOTH" parent's or guardian's must read and sign the below indicating his/her acceptance.**

**MINORS:**

The undersigned declares that the undersigned is the parent's or legal guardians of the minor named below. The undersigned has read the foregoing Release and Indemnity Agreement and in consideration of **Sleepy Hollow Farm** allowing such minor entry onto its premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor. The undersigned declares under penalty of perjury under the laws of the State of Massachusetts, that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Date:** \_\_\_\_\_ **Signed:** \_\_\_\_\_

Print Participant Name: \_\_\_\_\_

**Date:** \_\_\_\_\_ **Signed:** \_\_\_\_\_

Print Parent/guardian (if minor): \_\_\_\_\_

\*\* Please initial all pages as well in the lower right corner acknowledging you have read each page\*\*