

**Apple Tree Farm General Release of Liability, Hold Harmless and Indemnity Agreement
for Equine and Equine Related Activities**

Rider's Name: _____
Address: _____
Telephone: _____

If Rider is a minor, parent or guardian information:
Name: _____
Address: _____
Telephone: _____

This agreement is made between Alison Eastman d/b/a Apple Tree Farm, Shawn Lawler, Lucinda and Robert Eastman, Hollis Horse Farm, LLC, Michael Wesson and/or any additional landowners where such equine activities may take place, owners of any horses that may be used at Apple Tree Farm by Rider in lessons or for events/shows, and Rider and Rider's parents or guardian, if Rider is a minor. In consideration of the use and enjoyment of Apple Tree Farm's property, property of Lucinda and Robert Eastman, Hollis Horse Farm, LLC, Michael Wesson, and/or additional landowners where such equine activities may take place and the services, training, skills, animals or facilities, today and for all future dates, whether for fee or not, Rider and Rider's parent(s) or guardian(s) on behalf of Rider each, and their heirs, and assigns hereby release, hold harmless and indemnify Alison Eastman d/b/a Apple Tree Farm, Lucinda and Robert Eastman, Hollis Horse Farm, LLC, Michael Wesson, owners of any horses that may be used by Rider in lessons or for other equine related activities, Apple Tree Farm agents, employees and assigns, for any and all activity in any way related to equine activities, including but not limited to any activity for which the Rider and/or parents may be present on Apple Tree Farm property or property owned by Lucinda and Robert Eastman and Hollis Horse Farm, LLC, Michael Wesson, including as a spectator.

Rider and Rider's parent(s) or guardian(s) on behalf of Rider agree as follows:

1. If only one parent signs this agreement, that parent represents that they have the authority to sign on behalf of and thereby bind both parents.
2. Rider and Parents agree to abide by all rules and regulations of Apple Tree Farm.
3. Rider and Parents agree to carry insurance on their personal property and themselves.
4. Rider and Parents understand and agree that horseback riding in all respects, including but not limited to riding on the flat in a ring, jumping fences and other obstacles, slippery and rough footing, etc. can be a very dangerous activity, and they wish nevertheless to participate.
5. Rider and Parents agree that any work done by them without monetary compensation in and around Apple Tree Farm does not make them employees or agents of Apple Tree Farm.
6. Rider and Parents recognize that they are voluntarily participating in equine activities at Apple Tree Farm. Rider and Parents assume and accept any and all risks involved in or in any way arising from their use of, or presence upon, the property of Apple Tree Farm, Lucinda and Robert Eastman, Hollis Horse Farm, LLC, Michael Wesson, and/or additional landowners where Apple Tree Farm equine activities may take place, including but not limited to bodily injury, death, property damage, and the unavailability of emergency medical care, or any other loss or damage, even if the method of injury or loss

or the nature or extent thereof are not contemplated at the time of signing of this agreement.

7. Rider and Parents acknowledge that by signing this agreement Alison Eastman d/b/a Apple Tree Farm's legal rights will extend to those found under RSA 508:19 and beyond to the greatest extent permitted by New Hampshire and South Carolina law.
8. Rider and Parents understand and agree that under New Hampshire and South Carolina law, a participant in equine activities assumes the risk of any injury, harm, damage, or death, and any legal responsibility that may occur to participants from the inherent risks associated with equine activities and further agrees that **PURSUANT TO R.S.A. 508:19 EQUINE PROFESSIONALS ARE NOT LIABLE FOR DAMAGES RESULTING FROM INHERENT RISKS ASSOCIATED WITH EQUINE ACTIVITIES.**
9. By signing this document, Rider and Parents agree to not bring any claim of any kind whatsoever against Alison Eastman d/b/a Apple Tree Farm, Shawn Lawler, Lucinda and Robert Eastman, Hollis Horse Farm, LLC, Michael Wesson, owners of any horses that may be used by Rider in lessons or for other equine related activities done at or under the auspices of Apple Tree Farm, Apple Tree Farm agents, employees and assigns, for any and all activity in any way related to equine activities, including but not limited to any activity for which the Rider and/or parents may be present on Alison Eastman d/b/a Apple Tree Farm property, Shawn Lawler, Lucinda and Robert Eastman, and/or Hollis Horse Farm, LLC, Michael Wesson premises, including as a spectator. In addition, Rider and Parents agree to indemnify and hold harmless Alison Eastman d/b/a Apple Tree Farm, Shawn Lawler, Lucinda and Robert Eastman,, Hollis Horse Farm, LLC, Michael Wesson and the owner of any horse that may used by Apple Tree Farm for lessons or other equine related activities, from any claims that may be brought, and that such indemnity will extend to any amounts for which the aforementioned parties may be liable, including attorney fees, costs and judgments.
10. NOTWITHSTANDING ANYTHING CONTAINED WITHIN, RIDER AND PARENTS UNDERSTAND THAT THIS AGREEMENT IS INTENDED TO AND DOES EXTEND TO CLAIMS OF ANY KIND, INCLUDING THE NEGLIGENCE OF ALISON EASTMAN D/B/A APPLE TREE FARM, SHAWN LAWLER, LUCINDA AND ROBERT EASTMAN, HOLLIS HORSE FARM, LLC, MICHAEL WESSON AND THE OWNERS OF ANY HORSE THAT MAY BE USED BY APPLE TREE FARM FOR LESSONS OR OTHER EQUINE ACTIVITIES, APPLE TREE FARM AGENTS, EMPLOYEES, WHETHER ALLEGEDLY DUE TO THEIR ACTIONS OR THE ACTIONS OF NEGLIGENCE OF THIRD PARTIES. BY SIGNING THIS AGREEMENT, RIDER AND PARENTS UNDERSTAND THAT ALISON EASTMAN D/B/A APPLE TREE FARM, SHAWN LAWLER, LUCINDA AND ROBERT EASTMAN, HOLLIS HORSE FARM, LLC, MICHAEL WESSON, AND THE OWNERS OF ANY HORSE THAT MAY BE USED BY APPLE TREE FARM FOR LESSONS OR OTHER EQUINE ACTIVITIES, APPLE TREE FARM AGENTS, EMPLOYEES, WILL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE.
11. This agreement constitutes a contract made and entered into in the State of New Hampshire, and the State of South Carolina and shall be enforced and interpreted under the laws of this State. Should any clause herein be declared invalid by a New Hampshire or South Carolina court, all other clauses shall remain in full force and effect.

Rider: _____

Date: _____

Rider's parents or Guardian(s) if rider is a minor:

Authorized Signature Date

Authorized Signature Date